

EXHIBIT A



Notice of Service of Process

null / ALL
Transmittal Number: 20954367
Date Processed: 01/10/2020

Primary Contact: SOP Team nwsop@nationwide.com
Nationwide Mutual Insurance Company
Three Nationwide Plaza
Columbus, OH 43215

Electronic copy provided to: Ashley Roberts

Entity: Nationwide Insurance Company Of America
Entity ID Number 3286566

Entity Served: Nationwide Insurance Company of America

Title of Action: Kerry Rhotenberry and Robert Rhotenberry vs. Nationwide Insurance Company of America, Scottsdale Insurance Company

Matter Name/ID: Kerry Rhotenberry and Robert Rhotenberry vs. Nationwide Insurance Company of America, Scottsdale Insurance Company (9923682)

Document(s) Type: Citation/Petition

Nature of Action: Contract

Court/Agency: DeWitt County District Court, TX

Case/Reference No: 20-01-25-032

Jurisdiction Served: Texas

Date Served on CSC: 01/10/2020

Answer or Appearance Due: 10:00 am Monday next following the expiration of 20 days after service

Originally Served On: CSC

How Served: Personal Service

Sender Information: Callagy Law, P.C.
N/A

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To avoid potential delay, please do not send your response to CSC

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ORIGINAL PLEASE RETURN

Citation for Personal Service

THE STATE OF TEXAS

DELIVERED: 1 / 10 / 20
By: GS
Assured Civil Process Agency

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition a default judgment may be taken against you."

TO: **NATIONWIDE INSURANCE COMPANY OF AMERICA, By Serving Registered Agent Corporation Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218, Defendant, Greeting:**

You are hereby commanded to appear by filing a written answer to the Plaintiff's Plaintiffs' Original Petition at or before ten o'clock a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable District Court 267th Judicial District of DeWitt County, Texas, at the Courthouse of said County, 307 N. Gonzales Street, Cuero, Texas.

Said Plaintiffs' Petition was filed in said court, by Mr. Jeffrey G. Zane, Attorney, whose address is 807 Rock Street, Ste. 101, Georgetown, Texas 78626 on this 2nd day of **January, A.D., 2020**, in this case, numbered **20-01-25,032**, on the docket of said court, and styled,

**KERRY RHOTENBERRY AND
ROBERT RHOTENBERRY**

V.

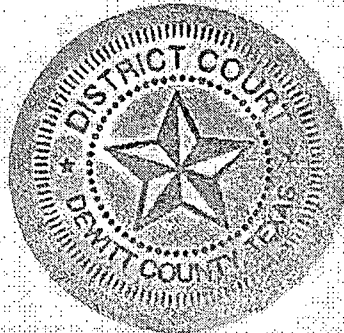
**NATIONWIDE INSURANCE
COMPANY OF AMERICA,
SCOTTSDALE INSURANCE COMPANY**

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Plaintiffs' Original Petition, accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Cuero, Texas, this the 7th day **January, A.D., 2020**.

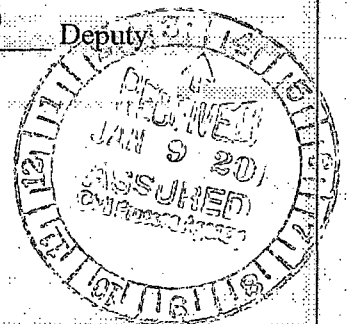
CLERK OF THE COURT
TABETH GARDNER
DeWitt County District Clerk
307 N. Gonzales Street
Cuero, Texas 77954



TABETH GARDNER
DeWitt County District Clerk

By [Signature]

Deputy



COPY

Filed
1/2/2020 9:58 AM
Tabeth Gardner
DeWitt County
District Clerk
CK

CAUSE NO. 20-01-25,032

**KERRY RHOTENBERRY AND
ROBERT RHOTENBERRY
Plaintiffs,**

v.

**NATIONWIDE INSURANCE
COMPANY OF AMERICA,
SCOTTSDALE INSURANCE COMPANY
Defendant.**

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IN THE DISTRICT COURT OF

DEWITT COUNTY, TEXAS

267TH JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

COMES NOW, Kerry Rhotenberry and Robert Rhotenberry, Plaintiffs, and file this *Plaintiffs' Original Petition*, complaining of Nationwide Insurance Company, and for cause of action, Plaintiff shows the Court as follows:

DISCOVERY CONTROL PLAN

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex contract issues and will require extensive discovery. Therefore, Plaintiffs will ask the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

PARTIES

2. Kerry Rhotenberry and Robert Rhotenberry ("Plaintiffs") are residents of Cuero, DeWitt County, Texas.

3. Defendant, Scottsdale Insurance Company ("Scottsdale"), is a surplus lines insurance company based in the State of Ohio as a subsidiary of Nationwide Insurance Company

and doing business in Texas. This Defendant may be served by serving the Texas Department of Insurance, Attn: Texas Commissioner of Insurance, 333 Guadalupe Street, Austin, Texas 78701.

4. Defendant, Nationwide Insurance Company of America (“Nationwide”) (collectively, “Nationwide/Scottsdale”), is an insurance company based in the State of Ohio and licensed to do business in Texas. This Defendant, may be served by serving Nationwide Insurance Company of America, c/o Corporation Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218.

JURISDICTION

5. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court. Pursuant to Tex. R. Civ. P. 47(c), Plaintiffs seek monetary relief between \$100,000.00 and \$200,000.00 and demand for judgment for all the other reliefs to which they show themselves entitled, plus attorney’s fees and expenses in an amount to be determined by the Court.

6. Plaintiffs reserve the right to amend their petition during and/or after the discovery process.

7. The Court has jurisdiction over Defendant because the originating cause of action arose out of DeWitt County, Texas.

VENUE

8. Venue is proper in DeWitt County, Texas, because Plaintiffs are residents of DeWitt County, Texas. TEX. CIV. PRAC. & REM. CODE §15.032. Additionally, the claim arising out of this lawsuit occurred at the subject Property located in Cuero, DeWitt County, Texas.

FACTS

9. On or about August 26, 2017, the Plaintiffs’ Property was severely damaged by

Hurricane Harvey, a Category 4 wind storm event with sustained winds of 130-plus mph and gusting up to 150 mph. The Texas Gulf Coast was the first point of contact for Hurricane Harvey with historic rainfall amounts between 45 to 60 inches.

10. On or about August 26, 2017, Plaintiffs were the owners of the subject property located at 210 N. Esplanade, Cuero, DeWitt County, Texas 77954 (the “Property”).

11. On or about August 26, 2017, Plaintiffs’ Property was covered by an insurance policy issued by Scottsdale Insurance Company, a surplus lines insurance subsidiary of Nationwide Insurance Company, under Policy number is CPS 2610727.

12. As a result of severe roof damage to the Property, wind and water intrusion through the ceiling and walls, further damage occurred. Subsequently, Plaintiffs filed a claim with their insurance carrier. Defendant retained Larry Ballard to serve as its field adjuster, and also retained Huen Sea Kim, P.E., a representative for Donan Engineering, an insurance carrier-focused inspection entity notorious for pro-carrier and anti-consumer inspection estimates. Mr. Kim inspected the Property then incorrectly and deliberately specified the damage was due to poor maintenance, wear and tear, and defective mitigation post-hurricane repairs. A copy of the initial denial by Nationwide/Scottsdale is attached as Exhibit A.

13. Upon receipt of the initial denial of claim, Plaintiffs engaged South Wind Public Adjusters, who assigned Mario Garcia to inspect the Property and issue an inspection report. In Mr. Garcia’s report, attached as Exhibit B, he thoroughly documented Hurricane Harvey-related damage to the Property in the amount of \$130,374.04, which was subsequently submitted to Nationwide/Scottsdale.

14. Following the Plaintiffs’ appeal of the initial denial of their claim through South Wind Public Adjusters, Nationwide/Scottsdale again tasked Donan Engineering with yet another

inspection by Jeremy Vo. This was Nationwide/Scottsdale's opportunity to review its previous determinations and arrive at a good faith and final conclusion to issue payment for the covered loss. However, Nationwide/Scottsdale did not do so, and it instead reviewed the file and did not adjust its incorrect position, denying the claim again. On June 26, 2018, Nationwide/Scottsdale issued its final denial, which – considering the evidence that it had received indicating that the claim was valid and proper – was the most egregious act of all. This letter is attached as Exhibit C.

14. The 2018 letter was egregious because Plaintiffs performed serious and substantial upkeep and repairs on the Property by installing an elastomeric roof system in November, 2016, only nine months prior to the landfall by Hurricane Harvey. Photographs of the Property's pre-repairs status, the repairs in progress, and post-repairs were previously submitted to Nationwide/Scottsdale with the settlement demand letter.

15. To further refute the outrageous denials and positions taken by Nationwide/Scottsdale, Plaintiffs submit as Exhibit D, a sworn Affidavit by Leslie Lucas of Lucas Construction, a local roofer with 40 years of experience and a solid reputation in the area, in which he asserts under oath that the roof was installed properly in November, 2016, and that no roof could have survived the Category 4 winds, wind-driven debris, and historic rain accumulations of Hurricane Harvey without significant damage. Furthermore, attached as Exhibit E is a screen shot of the roof inspection certification from the City of Cuero, dated January 7, 2017, or about seven months before Hurricane Harvey struck, noting that the roof repair was completed and conformed to code.

16. Despite the settlement demand, Nationwide/Scottsdale has failed to respond to or to pay Plaintiffs for reasonable and necessary costs of repairs to their Property as properly

documented and disclosed by a public adjuster who is un beholden to the interests of an insurance carrier.

CAUSES OF ACTION BY NATIONWIDE/SCOTTSDALE

COUNT I - BREACH OF CONTRACT

17. Plaintiffs incorporate the foregoing allegations by this reference.

18. In accordance with the terms of the Policy, Nationwide/Scottsdale had a duty to indemnify Plaintiffs for covered losses incurred to its commercial Property.

19. Nationwide/Scottsdale has failed to fully and properly adjust the covered loss to Plaintiffs' Property.

20. Nationwide/Scottsdale has wrongfully refused to tender all proceeds due and owing to Plaintiffs under the Policy, even though coverage has become reasonably clear.

21. Nationwide/Scottsdale's denial of coverage, failure to fully and properly adjust the loss, and refusal to tender all proceeds due and owing under the policy constitute material breaches of the insurance policy.

22. As a direct result of Nationwide/Scottsdale's breach of its contract of insurance, Winston has suffered and continues to suffer direct and reasonably foreseeable consequential damages, and has incurred attorney fees and other expenses in amounts to be determined at trial.

23. Nationwide/Scottsdale bears respondeat superior liability for the acts and omissions of Donan Engineering, Huen Sea Kim, and Jeremy Vo. *Williams v. Great. W. Distrib. Co. of Amarillo*, No. 12-16-00095-CV (12th Ct. of Appeals. Dec. 16. 2016).

24. Nationwide is responsible for the conduct of its subsidiary, Scottsdale, though

which it operates as a surplus lines insurer in Texas.

Count II Against National-Violations Of The Texas Unfair Claims Practices Act

24. Plaintiffs re-allege the above paragraphs as if fully set forth herein.

25. Implicit in the contract of insurance between Plaintiffs and Nationwide/Scottsdale was the covenant that Nationwide/Scottsdale would at all times act in good faith and deal honestly and fairly with Plaintiffs.

26. Nationwide/Scottsdale's violations of its obligation of good faith and fair dealing include, but are not limited to:

- a. Failing to interpret the contract of insurance in accordance with Texas law and in accordance with Plaintiffs' reasonable expectations;
- b. Inserting and attempting to enforce invalid policy provisions;
- c. Failing and refusing to promptly and fairly investigate and process and determine coverage under the Policy;
- d. Failing to adopt and implement reasonable standards for the prompt, fair, honest, and equitable investigation, processing, and evaluation of Plaintiffs' claim;
- e. Failing to supervise Nationwide/Scottsdale's employees, representatives, agents, and adjusters to ensure that claims are handled in a fair and proper manner;
- f. Making material misrepresentations concerning policy rights and benefits in order to gain a windfall advantage;
- g. Not attempting in good faith to effectuate prompt, fair, and equitable settlements of Plaintiffs' claims when liability under the Policy had become reasonably clear;
- h. Wrongfully denying coverage to its insureds/Plaintiffs under the Policy;
- i. Instituting performance-based practices for employees, agents, adjusters, and

vendors, which encourages placing the financial interests of the insurer above the financial interests of the insured in order to obtain a windfall profit; and

j. Forcing the insureds/Plaintiffs to file suit to recover all proceeds due and owing under the Policy.

27. As a result of Nationwide/Scottsdale's breach of its covenant of good faith and fair dealing, Plaintiffs have suffered and continues to suffer extra-contractual damages which were reasonably foreseeable to Defendant, including, but not limited to vexation, annoyance, emotional distress, loss of use, and loss of opportunity.

28. Nationwide/Scottsdale's acts and omissions alleged herein in breach in the implied covenant of good faith and fair dealing were done intentionally, willfully, wantonly, grossly, maliciously and/or with reckless disregard for the rights of the Plaintiffs. Accordingly, Plaintiffs are entitled to recover punitive damages in an amount to be determined by the jury and sufficient to punish Nationwide/Scottsdale for its misconduct and to deter others from similar conduct in the future.

Count III - Non-Compliance With Texas Insurance Code Chapter 542: "The Prompt Payment Of Claims Act"

36. Plaintiffs re-allege all preceding paragraphs as if fully set forth herein.

37. Nationwide/Scottsdale's conduct constitutes multiple violations of the Texas Prompt Payment of Claims Act. Tex. Ins. Code Chapter 542. All violations made under this article are made actionable by Tex. Ins. Code Section 542.060.

38. By accepting insurance premiums but refusing without a reasonable basis to pay benefits due and owing, Nationwide/Scottsdale has engaged in an unconscionable action or course of action as prohibited by the DTPA sec. 17.50(a)(1)(3) in that Nationwide/Scottsdale took advantage of Plaintiffs' lack of Knowledge, ability, experience, and capacity to a grossly unfair

degree, that also resulted in a gross disparity between the consideration paid in the transaction and the value received, in violation of Chap. 541, Texas Insurance Code.

COUNT IV - Violation of the Texas Deceptive Trade Practices Act

29. Plaintiffs re-allege all preceding paragraphs as if fully set forth herein.

30. At all times relevant hereto, Nationwide/Scottsdale was a “person” and was engaged in “trade” or “commerce” as those terms are defined by the Texas Deceptive Trade Practices Act.

31. Nationwide/Scottsdale, in connection with the sale of the described policy of insurance to the Plaintiffs, knowingly represented that the services being sold were of a particular standard, quality, or grade. Specifically, Nationwide/Scottsdale represented to Plaintiffs that it would completely, properly, and in good faith, investigate and adjust any insurance claim made under the Policy and that it would fully indemnify Winston for any covered loss sustained to the Property.

32. Nationwide/Scottsdale has failed to perform in a manner consistent with its representations and contractual obligations, and as a consequence has violated the Texas Deceptive Trade Practices Act. Through its acts and omissions, and the acts and omissions of its agents, adjusters, and representatives, Nationwide/Scottsdale has failed to act in good faith, failed to properly adjust Plaintiffs’ insurance claim, and has failed to fully indemnify Plaintiff for covered losses sustained to the Property.

33. As a direct and proximate result of Nationwide/Scottsdale’s wrongful conduct, Plaintiffs have suffered damages, and continues to suffer the loss.

34. Nationwide/Scottsdale’s acts and omissions alleged herein in violating the Texas Deceptive Trade Practices Act were done intentionally, willfully, wantonly, maliciously, and/or with reckless disregard for the rights of Plaintiffs. As such, Plaintiffs are entitled to recover

punitive damages in an amount to be determined by the jury and sufficient to punish Nationwide/Scottsdale for its misconduct and to deter others from similar conduct in the future.

35. Nationwide/Scottsdale has willfully engaged in “unfair and deceptive trade practice[s].” As such, Plaintiffs are entitled to recover additional damages pursuant to Texas Deceptive Trade Practices Act in an amount up to three times its actual damages.

36. Plaintiffs have been forced to retain the services of attorneys to enforce its rights herein, and as such, pursuant to Texas Deceptive Practices Act, it is entitled to an award of attorneys' fees and costs associated with this action.

Conditions Precedent

39. All conditions precedent have been waived by Nationwide/Scottsdale and its adjusters/inspectors, have been performed by Plaintiffs, or have otherwise been satisfied, including but not limited to pre-Hurricane Harvey maintenance repairs on the Property. Further, any claim by Nationwide/Scottsdale that Plaintiffs did not somehow comply with the Policy contract is barred by waive based on all Defendant's breach and non-compliance with the material terms of the Policy insurance contract. Generally, when one party to a contract commits a material breach, the other party is discharged or excused from further performance. *Mustang Pipeline Co., Inc. v. Driver Pipeline Co., Inc.*, 134 S.W. 3d 195, 196 (Tex. 2004).

DAMAGES PURSUANT TO TEX. BUSINESS & COMMERCE CODE §17.50

40. Plaintiffs request this Court enter a judgment against Defendant Nationwide/Scottsdale for:

- a. All amounts contracted for pursuant to the subject Policy contract;
- b. All compensatory damages;
- c. Punitive damages;

- d. Treble damages as allowed under Texas law;
- e. Pre- and post-judgment interest;
- f. Attorneys' fees and costs to be documented; and
- g. All other relief that the Court deems just and proper.

JURY DEMAND

41. Plaintiffs respectfully demand a **trial by jury**.

REQUEST FOR DISCLOSURE

42. Pursuant to Rule 194, Defendant Nationwide/Scottsdale is requested to disclose, within fifty (50) days of service of this request, the information or material requested in Rule 194.2(a)-(l).

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Kerry Rhotenberry and Robert Rhotenberry pray that upon trial hereof, that they have and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, as to actual damages, and all punitive and exemplary damages as may be found against Defendant Nationwide/Scottsdale. In addition, Plaintiffs further request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court on its behalf expended, for prejudgment and post-judgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

Callagy Law, P.C.

/s/ Jeffrey G. Zane

Jeffrey G. Zane, Esq.

State Bar No.: 24095197

807 Rock Street, Ste 101

Georgetown, Texas 78626

Telephone No.: (512) 508-4693

Email: jzane@callagylaw.com

Counsel for Kerry Rhotenberry and Robert
Rhotenberry



P.O. Box 4120
Scottsdale, AZ 85261-4120
480-365-4000
1-800-423-7675

October 26, 2017

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Robert & Kerry Rhotenberry
104 W Reuss
Cuero, TX 77954

RE: Insured: Robert & Kerry Rhotenberry
Policy No(s): CPS 2610727
Claim No(s): 01783688
Date of Loss: August 26, 2017
Loss Location: 210 N ESPLANADE ST, CUERO, TX
Type of Loss: Hurricane Harvey

Dear Mr. & Ms. Rhotenberry:

We are writing in regard to your claim for damage as referenced above.

We requested field adjuster to inspect the damage to your property. The adjuster has observed wind damages to the front metal awning which tore off and created an opening allowing water intrusion to the first floor of the building.

The adjuster also inspected the roof the building and found the roof fasteners have popped through the roof coverings in multiple locations and are allowing water intrusion to the ceilings of the second level spaces of the building. The adjuster confirms this locations' roof leak is unrelated to wind or hail.

Unfortunately, your policy does not provide coverage for damages from wear and tear, deterioration, or inadequate maintenance of the roof fasteners which is causing the roof to leak. Furthermore, your policy does not provide coverage for rain intrusion unless wind or hail first causes damage to the roof which causes an opening that allows the water to intrude, which is not present at the roof of the property, therefore those damages are not included in the estimate of repairs for the covered wind damages.

The policy does provide coverage for the wind damage and subsequent rain water intrusion associated with the metal awning at the front of the building. An estimate for repairs has been produced by the inspecting adjuster, however the current total of the estimated repairs does not exceed the policy wind and hail deductible of \$5,000.00 for this location, therefore no payments can be made.

Please refer to your policy, form CP 00 10 (10-12) BUILDING AND PERSONAL PROPERTY COVERAGE FORM, which states as follows:

A. Coverage

Robert & Kerry Rhotenberry
October 26, 2017
Page 2

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;**
- (2) Fixtures, including outdoor fixtures;**
- (3) Permanently installed:**
 - (a) Machinery; and**
 - (b) Equipment;**
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:**
- (5) If not covered by other insurance:**

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

We now call your attention to the Causes of Loss Form, Form No. CP 10 10 (10-12) - CAUSES OF LOSS – BASIC FORM, which states:

A. Covered Causes Of Loss

When Basic is shown in the Declarations, Covered Causes of Loss means the following:

- 1. Fire.**
- 2. Lightning.**

Robert & Kerry Rhotenberry
October 26, 2017
Page 3

3. **Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:**
4. **Windstorm or Hail, but not including:**
 - a. **Frost or cold weather;**
 - b. **Ice (other than hail), snow or sleet, whether driven by wind or not;**
 - c. **Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters; or**
5. **Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.**
6. **Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft.**
7. **Riot or Civil Commotion, including:**
8. **Vandalism, meaning willful and malicious damage to, or destruction of, the described property.**
9. **Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.**
10. **Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:**

Robert & Kerry Rhotenberry
October 26, 2017
Page 4

11. **Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:**

Please refer to the policy which contains the following endorsement, which read as follows:

UTS-183g (08-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WIND OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

**BUILDERS RISK COVERAGE FORM BUILDING AND PERSONAL
PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION
COVERAGE FORM**

With respect to the perils of wind and/or hail, Item D. Deductible is deleted in its entirety and is replaced by the following:

D. Deductible

In any one occurrence of loss or damage to covered property by wind or hail (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1% of the Limit(s) of Insurance of covered property that has sustained loss or damage, subject to a \$ 5000.00 minimum Deductible.

The Wind or Hail Deductible is calculated separately for, and applies separately to:

1. **Each building that sustains loss or damage.**
2. **Personal property at each building, if there is loss or damage to that personal property.**
3. **Personal property in the open.**
4. **Each separately scheduled item not described in items 1.-3.**

EXHIBIT A

Robert & Kerry Rhotenberry
October 26, 2017
Page 5

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

The adjuster reports and the inspection photos confirm multiple roofing fasteners have popped thru the roofing materials, exposing the building to rain water intrusion. The adjuster confirmed no indications of wind or hail damage were present on the roof surface.

Your policy is a Named Perils policy. That means that if a cause of loss is not specifically listed, or "named" above, then there is no coverage for that loss under your policy. Wear and tear, deterioration or inadequate maintenance of these fasteners are not among the covered causes of loss for which your policy provides coverage and therefore are not covered.

Additionally, a roof leak is also not a covered cause of loss under the policy. The covered cause of loss of windstorm and hail states the policy does not provide coverage for damage caused by rainwater intrusion to a building unless the building first sustains damage by wind or hail that creates an opening for rainwater to intrude. No wind or hail damages were found at the roof of the location, therefore any water damages to the 2nd floor interior are not covered.

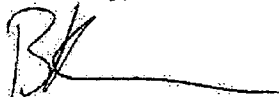
Wind and hail damages were observed to the metal awning at the front of the building, however, as discussed above, the estimated repairs at these covered damages fall below the wind and hail deductible of \$5,000 for the building, thus no payments were made for these buildings.

Please note, you may be eligible for Federal Disaster Relief assistance. Please contact FEMA directly at 1-800-621-3362 with any questions.

The Company reserves the right to review any additional claims or amendments to this claim and to make a separate determination as to whether a new claim or amendment to this claim is covered by the policy. Any decision we make regarding coverage is based on the facts as presented to us prior to our coverage determination and should not be construed as applicable to a new claim or an amendment to this claim. Our right to have notice of either situation is reserved, as are the notice conditions of the policy.

If you believe there is additional information that should be considered or some other reason your policy should provide coverage, please provide that information in writing within 30 days of receipt of this letter.

Sincerely,



Brian King
Claim Representative
Office - 800.423.7675 x 2401
Fax - 480.483.6752
kingb29@scottsdaleins.com

cc: Agent: 42008

EXHIBIT A



South Wind Public Adjusters Inc.

South Wind Public Adjusters Inc.
5820 Grand Lake Circle
Robstown, Texas 78380
WWW.Southwindpa.com
Fax 832-201-7252

Insured: Kerry & Robert Rhotenberry
Property: 210 N Esplanade st,
Cuero, TX 77954

Claim Rep.: Mario Garcia

Business: (210) 382-1025

Estimator: Mario Garcia

Business: (210) 382-1025

Claim Number: 01783688

Policy Number: CPS 2610727

Type of Loss: Hurricane

Date of Loss: 8/26/2018
Date Inspected:

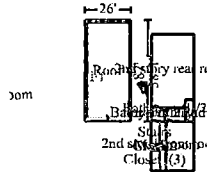
Date Received:
Date Entered: 7/18/2018 2:40 PM

Price List: TXVC8X_JUL18
Restoration/Service/Remodel
Estimate: KERRYROBERTRHOTENBE
R

The documents provided in this package are a preliminary estimate of the property listed above and is based on what was observed and documented during the initial day of inspection as well as any and all subsequent visits. Please note that the provided preliminary estimate is subject to change upon receipt of final reports. If further damage occurs after the date of inspection, we will need to re-inspect and adjust our estimate to include those damages associated with this date of loss. Additionally, please note that this report was prepared to the best of our knowledge at the time of inspection(s), and as such, South Wind Public Adjusters, Inc. assumes no responsibility for pricing changes, errors, omissions, human error, or charges out of our control. Our primary objective is to reach an accurate and prompt claim estimate which will indemnify the insured according to the policy in force, and provide a fair conclusion for the carrier associated with this risk. We look forward to working with your company to attain our collective goal of securing a fair and prompt estimate of the damages for this risk. Please do not hesitate to contact the estimator associated with this estimate if clarification or explanation is needed in any way.

**South Wind Public Adjusters Inc.**

South Wind Public Adjusters Inc.
 5820 Grand Lake Circle
 Robstown, Texas 78380
 WWW.Southwindpa.com
 Fax 832-201-7252

KERRYROBERTRHOTENBER**Main Level****Roof**

2132.00 Surface Area
 216.00 Total Perimeter Length

21.32 Number of Squares

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. R&R Flash parapet wall only - bitumen								
216.00 LF	10.99	36.45	2,410.29	0/20 yrs	Avg.	0%	(0.00)	2,410.29
2. R&R Aluminum termination bar / flashing for membrane roofs								
216.00 LF	2.45	9.45	538.65	0/35 yrs	Avg.	0%	(0.00)	538.65
3. Remove Built-up 3 ply roofing - in place								
21.32 SQ	41.53	0.00	885.42	0/30 yrs	Avg.	NA	(0.00)	885.42
4. R&R Sheathing - plywood - 5/8" CDX								
2,132.00 SF	2.28	129.25	4,990.21	0/150 yrs	Avg.	0%	(0.00)	4,990.21
5. Insulation - ISO board, 2"								
21.32 SQ	209.70	145.59	4,616.39	0/150 yrs	Avg.	0%	(0.00)	4,616.39
6. Insulation - ISO board, 1 1/2"								
21.32 SQ	170.97	103.60	3,748.68	0/150 yrs	Avg.	0%	(0.00)	3,748.68
7. R&R Modified bitumen roof - hot mopped								
21.32 SQ	333.82	137.22	7,254.26	0/20 yrs	Avg.	0%	(0.00)	7,254.26
8. R&R Membrane roofing - cant strips - perlite								
216.00 LF	2.25	5.94	491.94	0/35 yrs	Avg.	0%	(0.00)	491.94
9. R&R Roof scupper - aluminum								
2.00 EA	159.36	16.50	335.22	0/35 yrs	Avg.	0%	(0.00)	335.22
Totals: Roof		584.00	25,271.06				0.00	25,271.06

General

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
10. Commercial Supervision / Project Management - per hour								
180.00 HR	59.61	0.00	10,729.80	0/NA	Avg.	0%	(0.00)	10,729.80
6 hours a day for 3 weeks								
11. R&R Temporary fencing								
50.00 LF	5.93	0.00	296.50	0/NA	Avg.	0%	(0.00)	296.50

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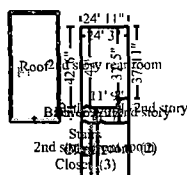
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CONTINUED - General

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
12. Boom lift - 50'-60' reach									
	7.00 DA	450.00	0.00	3,150.00	0/NA	Avg.	0%	(0.00)	3,150.00
13. Roofing - General Laborer - per hour									
	50.00 HR	25.83	0.00	1,291.50	0/NA	Avg.	0%	(0.00)	1,291.50
14. Debris chute mounting hardware - per week									
	1.00 WK	25.00	0.00	25.00	0/NA	Avg.	NA	(0.00)	25.00
15. Debris chute hopper - per week - 30" x 4' section									
	1.00 WK	28.80	0.00	28.80	0/NA	Avg.	NA	(0.00)	28.80
16. Dumpster load - Approx. 40 yards, 7-8 tons of debris									
	3.00 EA	1,012.88	0.00	3,038.64	0/NA	Avg.	NA	(0.00)	3,038.64
17. Fall protection harness and lanyard - per week									
	35.00 WK	22.00	0.00	770.00	0/NA	Avg.	0%	(0.00)	770.00
For one month job completion									
Totals: General			0.00	19,330.24				0.00	19,330.24

2nd story rear room**Height: 10'**

1325.00 SF Walls	995.58 SF Ceiling
2320.58 SF Walls & Ceiling	995.58 SF Floor
110.62 SY Flooring	132.50 LF Floor Perimeter
132.50 LF Ceil. Perimeter	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
18. Contents - move out then reset - Extra large room									
	1.00 EA	105.70	0.00	105.70	0/NA	Avg.	0%	(0.00)	105.70
19. R&R Acoustic ceiling tile									
	995.58 SF	3.64	97.69	3,721.60	0/150 yrs	Avg.	0%	(0.00)	3,721.60
20. R&R Ceiling fan & light									
	2.00 EA	341.41	15.94	698.76	0/20 yrs	Avg.	0%	(0.00)	698.76
21. R&R Light fixture									
	1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
22. Scaffolding Setup & Take down - per hour									
	0.00 HR	25.83	0.00	0.00	0/NA	Avg.	0%	(0.00)	0.00

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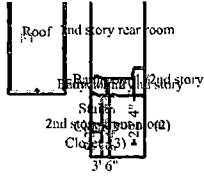
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CONTINUED - 2nd story rear room

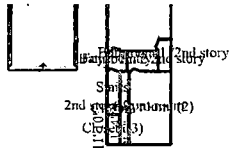
	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
23. Scaffold - per section (per week)	2.00 WK	48.00	0.00	96.00	0/NA	Avg.	0%	(0.00)	96.00
24. Paint the walls - two coats	1,325.00 SF	0.80	16.56	1,076.56	0/15 yrs	Avg.	0%	(0.00)	1,076.56
25. R&R Trim board - 1" x 6" - installed (pine)	132.50 LF	3.82	17.56	523.72	0/150 yrs	Avg.	0%	(0.00)	523.72
THIs is for baseboard only									
26. R&R Pre-finished solid wood flooring - Premium grade	995.58 SF	15.91	704.37	16,544.04	0/150 yrs	Avg.	0%	(0.00)	16,544.04
27. Seal & paint trim - two coats	132.50 LF	1.16	0.83	154.53	0/15 yrs	Avg.	0%	(0.00)	154.53
28. Paint crown molding, oversized - two coats	265.00 LF	1.27	2.15	338.70	0/15 yrs	Avg.	0%	(0.00)	338.70
29. R&R Trim board - 1" x 6" - installed (pine)	265.00 LF	3.82	35.11	1,047.41	0/150 yrs	Avg.	0%	(0.00)	1,047.41
30. Paint baseboard, oversized - two coats	265.00 LF	1.26	2.65	336.55	0/15 yrs	Avg.	0%	(0.00)	336.55
This is for 2 layers of crown mold 1x4									
31. R&R Trim board - 1" x 6" - installed (pine)	995.58 LF	3.82	131.91	3,935.03	0/150 yrs	Avg.	0%	(0.00)	3,935.03
32. Carpenter - General Framer - per hour	32.00 HR	58.53	0.00	1,872.96	0/NA	Avg.	0%	(0.00)	1,872.96
33. R&R Trim board - 1" x 6" - installed (pine)	995.58 LF	3.82	131.91	3,935.03	0/150 yrs	Avg.	0%	(0.00)	3,935.03
34. R&R Batt insulation - 6" - R19 - unfaced batt	995.58 SF	1.02	30.49	1,045.98	0/150 yrs	Avg.	0%	(0.00)	1,045.98
Totals: 2nd story rear room			1,189.23	35,510.48				0.00	35,510.48

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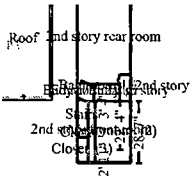
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**2nd story front room****Height: 10'**

537.78 SF Walls	88.93 SF Ceiling
626.71 SF Walls & Ceiling	88.93 SF Floor
9.88 SY Flooring	49.42 LF Floor Perimeter
62.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**3' 7" X 6' 8"****Opens into STAIRS****Subroom: Closet (3)****Height: 10'**

295.09 SF Walls	52.09 SF Ceiling
347.19 SF Walls & Ceiling	52.09 SF Floor
5.79 SY Flooring	28.31 LF Floor Perimeter
31.90 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**3' 7" X 6' 8"****Opens into ROOM1****Subroom: Main room (2)****Height: 10'**

838.89 SF Walls	444.65 SF Ceiling
1283.54 SF Walls & Ceiling	444.65 SF Floor
49.41 SY Flooring	81.92 LF Floor Perimeter
87.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**3' 1" X 6' 8"****Opens into ROOM1****Missing Wall - Goes to Floor****2' 10" X 6' 8"****Opens into ROOM1**

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
35. R&R Acoustic ceiling tile								
585.68 SF	3.64	57.47	2,189.35	0/150 yrs	Avg.	0%	(0.00)	2,189.35
36. R&R Ceiling fan & light								
2.00 EA	341.41	15.94	698.76	0/20 yrs	Avg.	0%	(0.00)	698.76
37. R&R Light fixture								
1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
38. Scaffolding Setup & Take down - per hour								
0.00 HR	25.83	0.00	0.00	0/NA	Avg.	0%	(0.00)	0.00
39. Scaffold - per section (per week)								
2.00 WK	48.00	0.00	96.00	0/NA	Avg.	0%	(0.00)	96.00
40. Paint the walls - two coats								
1,671.76 SF	0.80	20.90	1,358.31	0/15 yrs	Avg.	0%	(0.00)	1,358.31
41. R&R Pre-finished solid wood flooring - Premium grade								
585.68 SF	15.91	414.37	9,732.54	0/150 yrs	Avg.	0%	(0.00)	9,732.54

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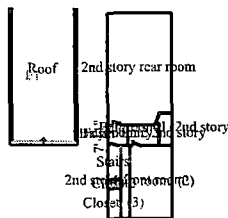
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CONTINUED - 2nd story front room

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
42. R&R Trim board - 1" x 6" - installed (pine)	585.68 LF	3.82	77.60	2,314.90	0/150 yrs	Avg.	0%	(0.00)	2,314.90
43. Seal & paint trim - two coats	159.65 LF	1.16	1.00	186.19	0/15 yrs	Avg.	0%	(0.00)	186.19
44. R&R Trim board - 1" x 6" - installed (pine)	319.30 LF	3.82	42.31	1,262.03	0/150 yrs	Avg.	0%	(0.00)	1,262.03
45. Paint baseboard, oversized - two coats	319.30 LF	1.26	3.19	405.51	0/15 yrs	Avg.	0%	(0.00)	405.51
46. R&R Trim board - 1" x 6" - installed (pine)	585.68 LF	3.82	77.60	2,314.90	0/150 yrs	Avg.	0%	(0.00)	2,314.90
47. Carpenter - General Framer - per hour	32.00 HR	58.53	0.00	1,872.96	0/NA	Avg.	0%	(0.00)	1,872.96
48. R&R Trim board - 1" x 6" - installed (pine)	159.65 LF	3.82	21.15	631.01	0/150 yrs	Avg.	0%	(0.00)	631.01
49. R&R Batt insulation - 6" - R19 - unfaced batt	585.68 SF	1.02	17.94	615.33	0/150 yrs	Avg.	0%	(0.00)	615.33
Totals: 2nd story front room			751.53	23,755.70				0.00	23,755.70

**Foyer/Entry****Height: 10'**

298.33 SF Walls	55.61 SF Ceiling
353.94 SF Walls & Ceiling	55.61 SF Floor
6.18 SY Flooring	29.83 LF Floor Perimeter
29.83 LF Ceil. Perimeter	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
50. R&R Acoustic ceiling tile	55.61 SF	3.64	5.46	207.88	0/150 yrs	Avg.	0%	(0.00)	207.88
51. R&R Ceiling fan & light	2.00 EA	341.41	15.94	698.76	0/20 yrs	Avg.	0%	(0.00)	698.76
52. R&R Light fixture	1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
53. Scaffolding Setup & Take down - per hour	0.00 HR	25.83	0.00	0.00	0/NA	Avg.	0%	(0.00)	0.00

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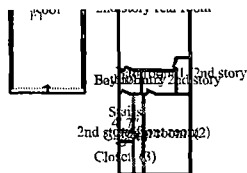
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CONTINUED - Foyer/Entry

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
54. Scaffold - per section (per week)	2.00 WK	48.00	0.00	96.00	0/NA	Avg.	0%	(0.00)	96.00
55. Paint the walls - two coats	298.33 SF	0.80	3.73	242.39	0/15 yrs	Avg.	0%	(0.00)	242.39
56. R&R Pre-finished solid wood flooring - Premium grade	55.61 SF	15.91	39.34	924.10	0/150 yrs	Avg.	0%	(0.00)	924.10
57. R&R Trim board - 1" x 6" - installed (pine)	29.83 LF	3.82	3.95	117.90	0/150 yrs	Avg.	0%	(0.00)	117.90
58. Seal & paint trim - two coats	29.83 LF	1.16	0.19	34.79	0/15 yrs	Avg.	0%	(0.00)	34.79
59. Carpenter - General Framer - per hour	4.00 HR	58.53	0.00	234.12	0/NA	Avg.	0%	(0.00)	234.12
60. R&R Trim board - 1" x 6" - installed (pine)	55.61 LF	3.82	7.37	219.80	0/150 yrs	Avg.	0%	(0.00)	219.80
61. R&R Batt insulation - 6" - R19 - unfaced batt	55.61 SF	1.02	1.70	58.42	0/150 yrs	Avg.	0%	(0.00)	58.42
Totals: Foyer/Entry			79.74	2,912.07				0.00	2,912.07

**Closet2****Height: 10'**

152.69 SF Walls	13.98 SF Ceiling
166.67 SF Walls & Ceiling	13.98 SF Floor
1.55 SY Flooring	15.27 LF Floor Perimeter
15.27 LF Ceil. Perimeter	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
62. R&R Acoustic ceiling tile	13.98 SF	3.64	1.37	52.26	0/150 yrs	Avg.	0%	(0.00)	52.26
63. R&R Ceiling fan & light	2.00 EA	341.41	15.94	698.76	0/20 yrs	Avg.	0%	(0.00)	698.76
64. R&R Light fixture	1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
65. Scaffolding Setup & Take down - per hour	0.00 HR	25.83	0.00	0.00	0/NA	Avg.	0%	(0.00)	0.00

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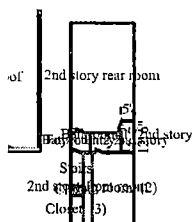
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CONTINUED - Closet2

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
66. Scaffold - per section (per week)									
	2.00 WK	48.00	0.00	96.00	0/NA	Avg.	0%	(0.00)	96.00
67. Paint the walls - two coats									
	152.69 SF	0.80	1.91	124.06	0/15 yrs	Avg.	0%	(0.00)	124.06
68. R&R Pre-finished solid wood flooring - Premium grade									
	13.98 SF	15.91	9.89	232.32	0/150 yrs	Avg.	0%	(0.00)	232.32
69. R&R Trim board - 1" x 6" - installed (pine)									
	15.27 LF	3.82	2.02	60.35	0/150 yrs	Avg.	0%	(0.00)	60.35
70. Seal & paint trim - two coats									
	15.27 LF	1.16	0.10	17.81	0/15 yrs	Avg.	0%	(0.00)	17.81
71. Carpenter - General Framer - per hour									
	4.00 HR	58.53	0.00	234.12	0/NA	Avg.	0%	(0.00)	234.12
72. R&R Trim board - 1" x 6" - installed (pine)									
	13.98 LF	3.82	1.85	55.25	0/150 yrs	Avg.	0%	(0.00)	55.25
73. R&R Batt insulation - 6" - R19 - unfaced batt									
	13.98 SF	1.02	0.43	14.69	0/150 yrs	Avg.	0%	(0.00)	14.69
Totals: Closet2			35.57	1,663.53				0.00	1,663.53

**Bathroom 1/2nd story****Height: 10'**

336.67 SF Walls	56.78 SF Ceiling
393.44 SF Walls & Ceiling	56.78 SF Floor
6.31 SY Flooring	33.67 LF Floor Perimeter
33.67 LF Ceil. Perimeter	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
74. R&R Acoustic ceiling tile									
	56.78 SF	3.64	5.57	212.25	0/150 yrs	Avg.	0%	(0.00)	212.25
75. R&R Light fixture									
	1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
76. R&R 5/8" drywall - hung only (no tape or finish)									
	56.78 SF	1.55	1.77	89.78	0/150 yrs	Avg.	0%	(0.00)	89.78
77. Scaffolding Setup & Take down - per hour									
	0.00 HR	25.83	0.00	0.00	0/NA	Avg.	0%	(0.00)	0.00

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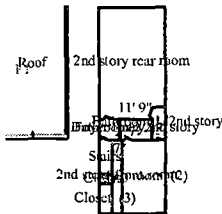
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CONTINUED - Bathroom 1 /2nd story

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
78. Scaffold - per section (per week)	2.00 WK	48.00	0.00	96.00	0/NA	Avg.	0%	(0.00)	96.00
79. Paint the walls - two coats	336.67 SF	0.80	4.21	273.55	0/15 yrs	Avg.	0%	(0.00)	273.55
80. Carpenter - General Framer - per hour	4.00 HR	58.53	0.00	234.12	0/NA	Avg.	0%	(0.00)	234.12
81. R&R Trim board - 1" x 6" - installed (pine)	56.78 LF	3.82	7.52	224.42	0/150 yrs	Avg.	0%	(0.00)	224.42
82. R&R Batt insulation - 6" - R19 - unfaced batt	56.78 SF	1.02	1.74	59.65	0/150 yrs	Avg.	0%	(0.00)	59.65
Totals: Bathroom 1 /2nd story			22.87	1,267.68				0.00	1,267.68

**Bathroom 2 2nd story****Height: 10'**

383.33 SF Walls	87.84 SF Ceiling
471.17 SF Walls & Ceiling	87.84 SF Floor
9.76 SY Flooring	38.33 LF Floor Perimeter
38.33 LF Ceil. Perimeter	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
83. R&R Acoustic ceiling tile	87.84 SF	3.64	8.62	328.36	0/150 yrs	Avg.	0%	(0.00)	328.36
84. R&R Light fixture	1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
85. R&R 5/8" drywall - hung only (no tape or finish)	87.84 SF	1.55	2.75	138.90	0/150 yrs	Avg.	0%	(0.00)	138.90
86. Scaffolding Setup & Take down - per hour	0.00 HR	25.83	0.00	0.00	0/NA	Avg.	0%	(0.00)	0.00
87. Scaffold - per section (per week)	2.00 WK	48.00	0.00	96.00	0/NA	Avg.	0%	(0.00)	96.00
88. Paint the walls - two coats	383.33 SF	0.80	4.79	311.45	0/15 yrs	Avg.	0%	(0.00)	311.45
89. Carpenter - General Framer - per hour	4.00 HR	58.53	0.00	234.12	0/NA	Avg.	0%	(0.00)	234.12

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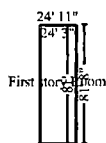
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CONTINUED - Bathroom 2 2nd story

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
90. R&R Trim board - 1" x 6" - installed (pine)	87.84 LF	3.82	11.64	347.19	0/150 yrs	Avg.	0%	(0.00)	347.19
91. R&R Batt insulation - 6" - R19 - unfaced batt	87.84 SF	1.02	2.69	92.28	0/150 yrs	Avg.	0%	(0.00)	92.28
Totals: Bathroom 2 2nd story			32.55	1,626.21				0.00	1,626.21
Total: Main Level			2,695.49	111,336.97				0.00	111,336.97

**First story Room****Height: 11'**

2315.50 SF Walls	1964.25 SF Ceiling
4279.75 SF Walls & Ceiling	1964.25 SF Floor
218.25 SY Flooring	210.50 LF Floor Perimeter
210.50 LF Ceil. Perimeter	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
92. R&R Sheathing - plywood - 1/2" CDX	288.00 SF	2.18	15.66	643.50	0/150 yrs	Avg.	0%	(0.00)	643.50
This includes some flooring at front of entrance under damaged wood ceiling									
93. Tear out trim	128.00 LF	0.38	0.00	48.64	0/NA	Avg.	NA	(0.00)	48.64
94. Trim board - 1" x 2" - installed (pine)	128.00 LF	1.96	5.84	256.72	0/150 yrs	Avg.	0%	(0.00)	256.72
95. Seal & paint trim - two coats	128.00 LF	1.16	0.80	149.28	0/15 yrs	Avg.	0%	(0.00)	149.28
96. Paint more than the walls and ceiling - two coats	4,679.75 SF	0.80	58.50	3,802.30	0/15 yrs	Avg.	0%	(0.00)	3,802.30
97. Finish Carpenter - per hour	32.00 HR	57.45	0.00	1,838.40	0/NA	Avg.	0%	(0.00)	1,838.40
98. Carpenter - General Framer - per hour	32.00 HR	58.53	0.00	1,872.96	0/NA	Avg.	0%	(0.00)	1,872.96
99. R&R Trim board - 1" x 6" - installed (pine)	1,964.25 LF	3.82	260.26	7,763.70	0/150 yrs	Avg.	0%	(0.00)	7,763.70

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CONTINUED - First story Room

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
100. R&R Batt insulation - 6" - R19 - unfaced batt	1,964.25 SF	1.02	60.16	2,063.70	0/150 yrs	Avg.	0%	(0.00)	2,063.70
101. R&R Light fixture	1.00 EA	75.85	2.06	77.91	0/20 yrs	Avg.	0%	(0.00)	77.91
102. R&R Heat/AC register - Mechanically attached	1.00 EA	22.82	0.56	23.38	0/25 yrs	Avg.	0%	(0.00)	23.38
Totals: First story Room			403.84	18,540.49				0.00	18,540.49

Labor Minimums Applied

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
103. Drywall labor minimum*	1.00 EA	163.74	0.00	163.74	0/NA	Avg.	0%	(0.00)	163.74
104. Scaffold labor minimum*	1.00 EA	38.78	0.00	38.78	0/NA	Avg.	0%	(0.00)	38.78
105. Water extract/remediation labor minimum*	1.00 EA	64.11	0.00	64.11	0/NA	Avg.	0%	(0.00)	64.11
106. Heat, vent, & air cond. labor minimum	1.00 EA	229.95	0.00	229.95	0/NA	Avg.	0%	(0.00)	229.95
Totals: Labor Minimums Applied			0.00	496.58				0.00	496.58
Line Item Totals:			3,099.33	130,374.04				0.00	130,374.04
KERRYROBERTRHOTENBER									

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item


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Grand Total Areas:

6,811.06 SF Walls	3,819.31 SF Ceiling	10,630.36 SF Walls and Ceiling
3,819.31 SF Floor	424.37 SY Flooring	651.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	677.50 LF Ceil. Perimeter
3,819.31 Floor Area	4,003.28 Total Area	6,811.06 Interior Wall Area
9,229.92 Exterior Wall Area	421.00 Exterior Perimeter of Walls	
2,132.00 Surface Area	21.32 Number of Squares	216.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary for Dwelling

Line Item Total	127,274.71
Material Sales Tax	3,099.33
Replacement Cost Value	\$130,374.04
Net Claim	\$130,374.04

Mario Garcia

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Recap of Taxes

	Material Sales Tax (6.25%)	Cleaning Mtl Tax (6.25%)	Cleaning Sales Tax (6.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (6.25%)
Line Items	3,099.33	0.00	0.00	0.00	0.00
Total	3,099.33	0.00	0.00	0.00	0.00

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Recap by Room**Estimate: KERRYROBERTRHOTENBER****Area: Main Level**

Roof	24,687.06	19.40%
General	19,330.24	15.19%
2nd story rear room	34,321.25	26.97%
2nd story front room	23,004.17	18.07%
Foyer/Entry	2,832.33	2.23%
Closet2	1,627.96	1.28%
Bathroom 1 /2nd story	1,244.81	0.98%
Bathroom 2 2nd story	1,593.66	1.25%

Area Subtotal: Main Level	108,641.48	85.36%
First story Room	18,136.65	14.25%
Labor Minimums Applied	496.58	0.39%

Subtotal of Areas	127,274.71	100.00%
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Total	127,274.71	100.00%
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Recap by Category

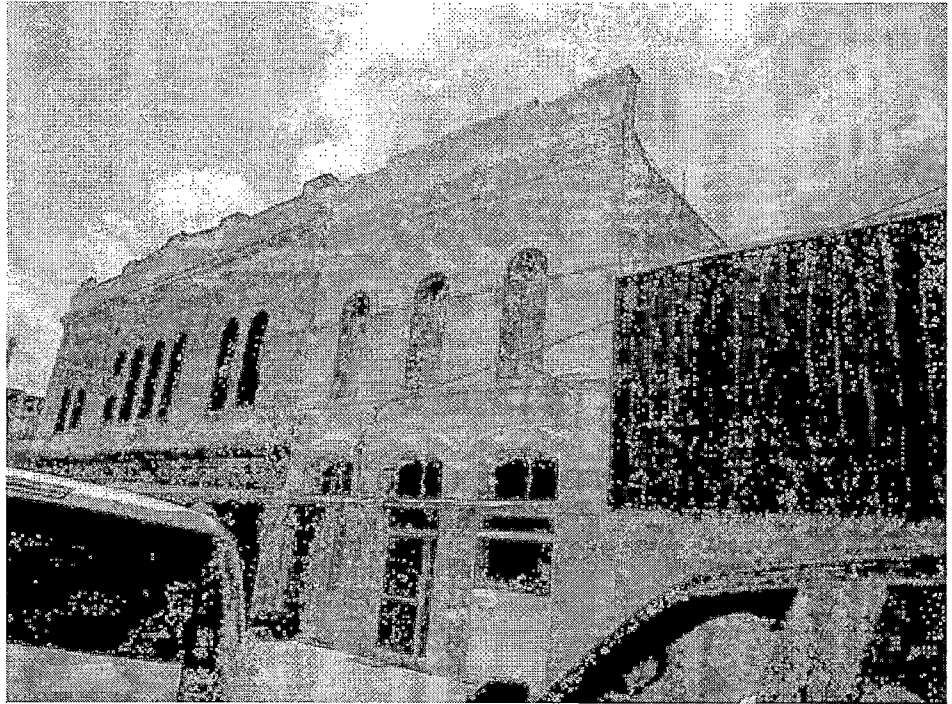
Items	Total	%
ACOUSTICAL TREATMENTS	5,727.56	4.39%
CONTENT MANIPULATION	105.70	0.08%
GENERAL DEMOLITION	13,050.36	10.01%
DRYWALL	341.62	0.26%
HEAVY EQUIPMENT	3,150.00	2.42%
FLOOR COVERING - WOOD	23,409.05	17.96%
FINISH CARPENTRY / TRIMWORK	24,070.78	18.46%
FRAMING & ROUGH CARPENTRY	6,555.36	5.03%
HEAT, VENT & AIR CONDITIONING	250.93	0.19%
INSULATION	3,007.76	2.31%
LABOR ONLY	10,729.80	8.23%
LIGHT FIXTURES	3,108.35	2.38%
PAINTING	8,690.47	6.67%
ROOFING	23,365.08	17.92%
SCAFFOLDING	1,384.78	1.06%
TEMPORARY REPAIRS	263.00	0.20%
WATER EXTRACTION & REMEDIATION	64.11	0.05%
Subtotal	127,274.71	97.62%
Material Sales Tax	3,099.33	2.38%
Total	130,374.04	100.00%



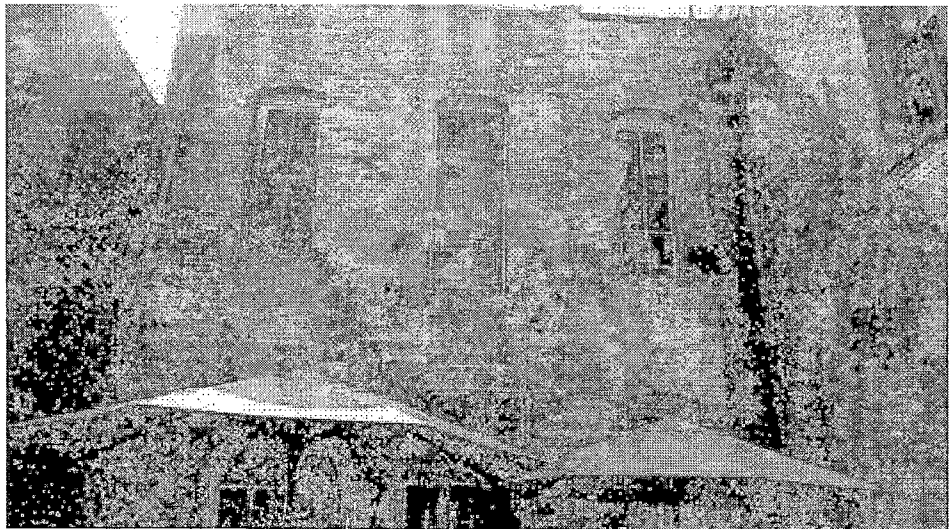
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1 1-front elevation



2 2-Rear elevation
Date Taken: 5/22/2018

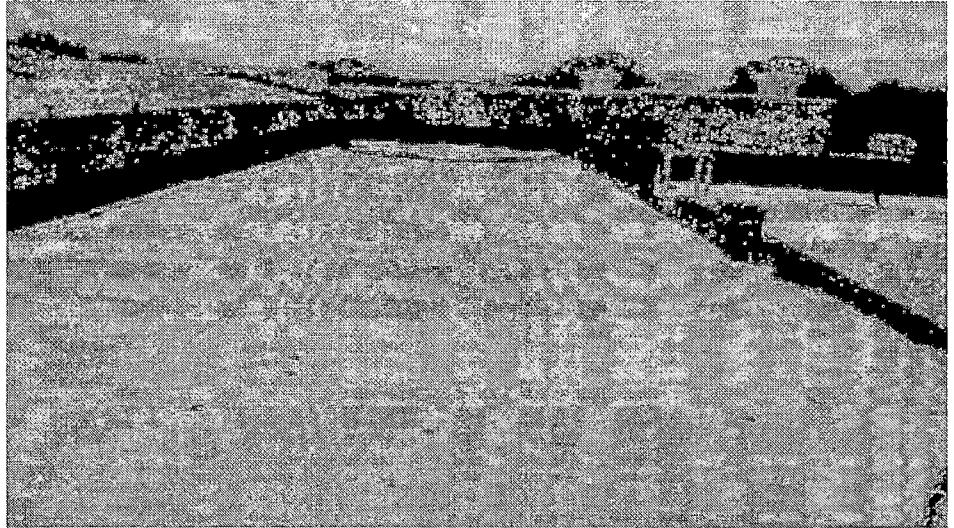




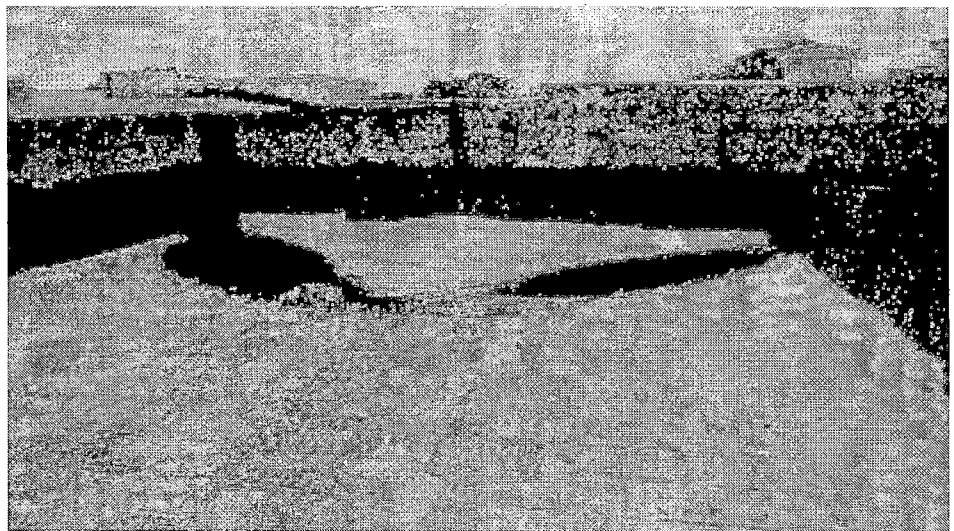
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- 3 3-Roof overview
Date Taken: 5/22/2018



- 4 4-Roof overview
Date Taken: 5/22/2018



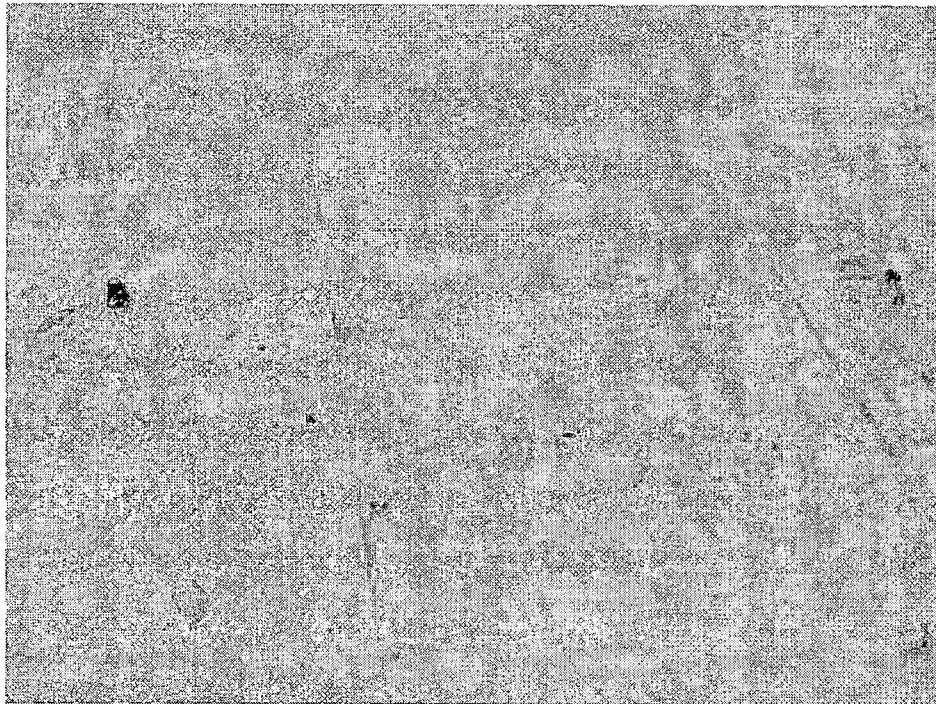


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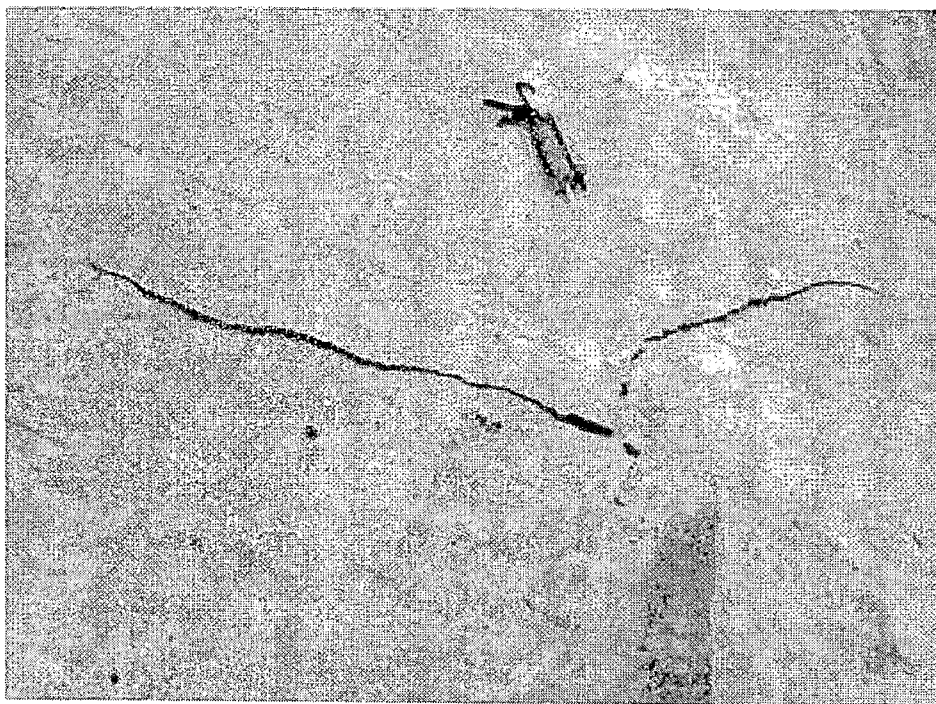
5 5-Roof after storm

This photo was taken after storm by
roof. Notice wind damage nail pops
due to pressure from hurricane



6 6-Roof(1)

This photo was taken after storm by
roof. Notice wind damage due to
pressure from hurricane



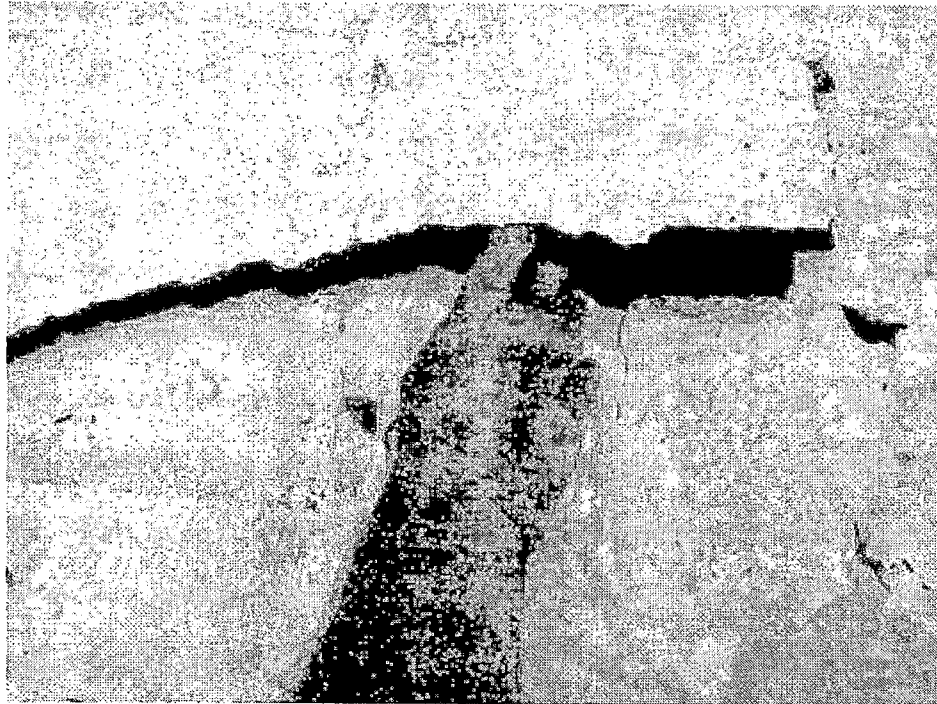


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7 7-Roof

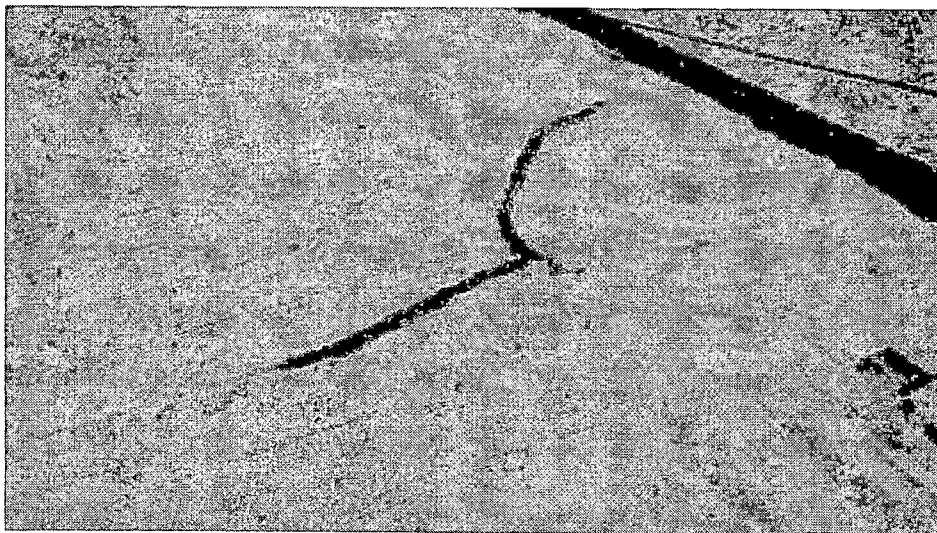
This photo was taken after storm by
roof. Notice wind damage due to
pressure from hurricane



8 8-Roof

Date Taken: 5/22/2018

Roof was patch after storm





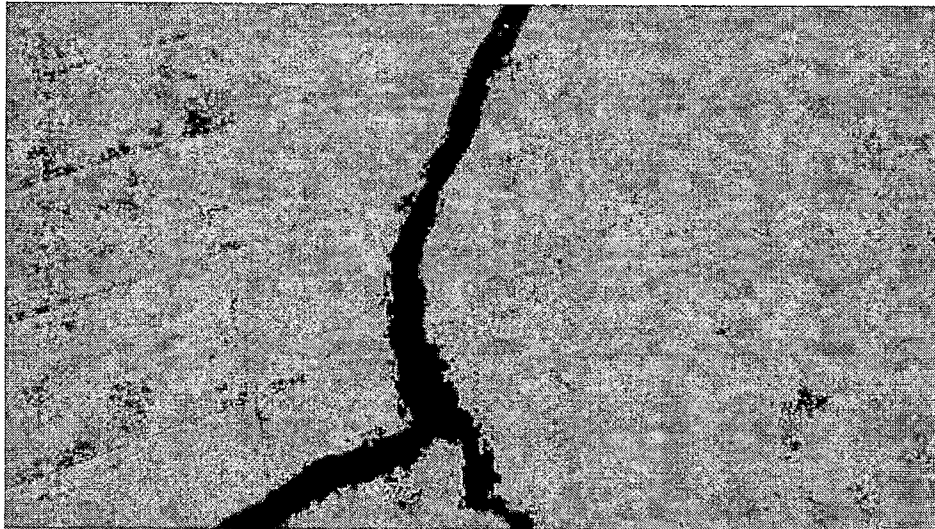
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9 9-Roof

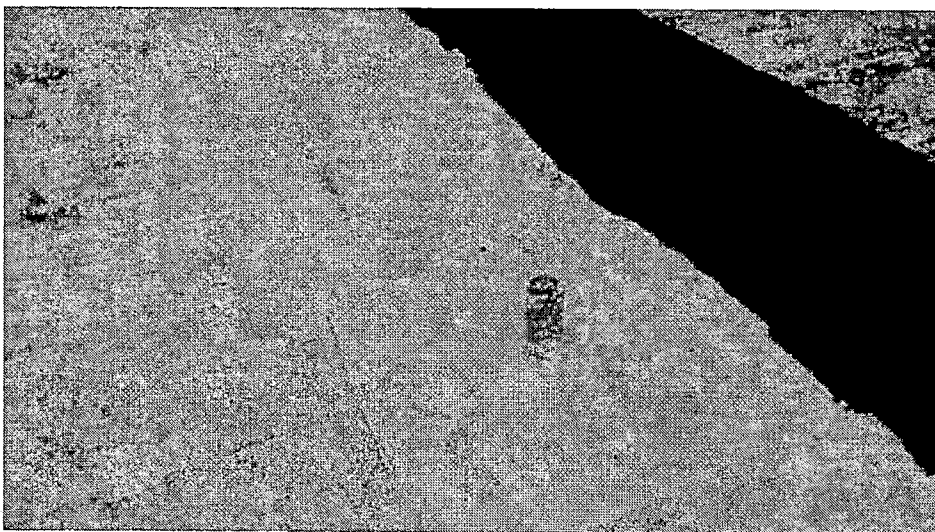
Date Taken: 5/22/2018

Roof was repaired after storm



10 10-Roof overview

Date Taken: 5/22/2018





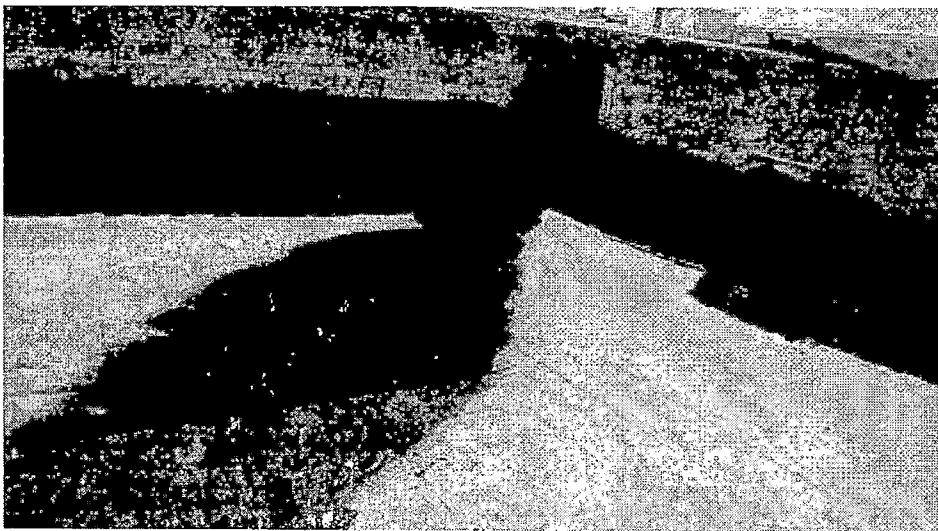
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- 11 11-Roof overview
Date Taken: 5/22/2018



- 12 12-roof rear slope
Date Taken: 5/22/2018



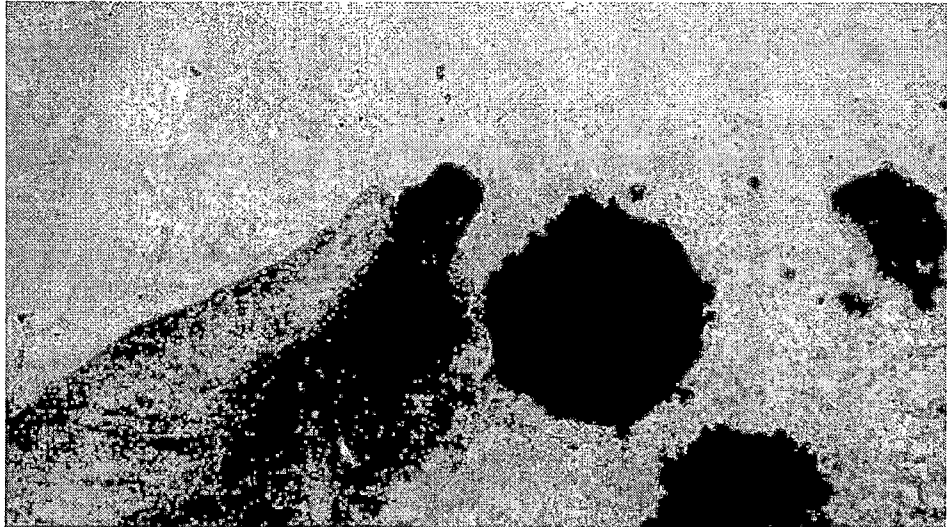


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- 13 13-Roof core sample
Date Taken: 5/23/2018

3 ply built up



- 14 14-Roof
Date Taken: 5/23/2018

Notice moisture on meter





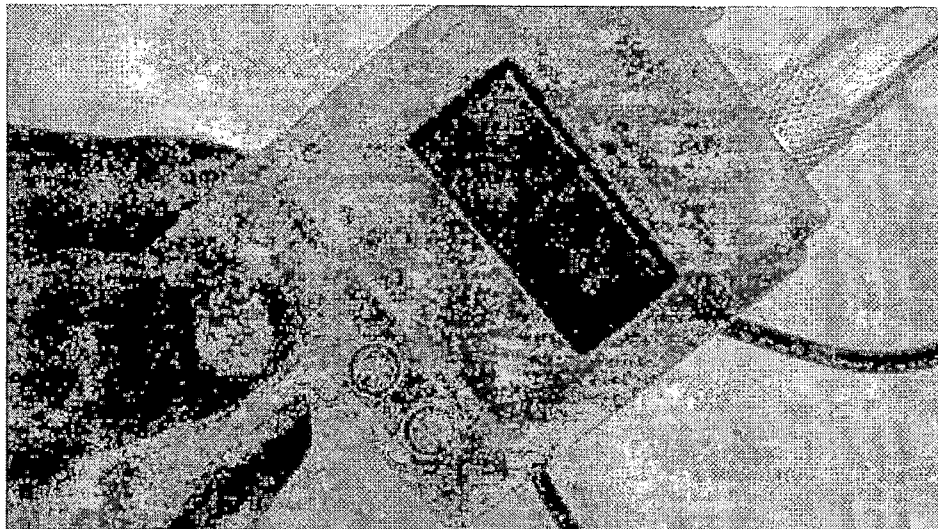
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15 15-Roof

Date Taken: 5/23/2018

Notice 40 percent moisture in roof
membrane



16 16-Roof

Date Taken: 5/23/2018

one inch deep





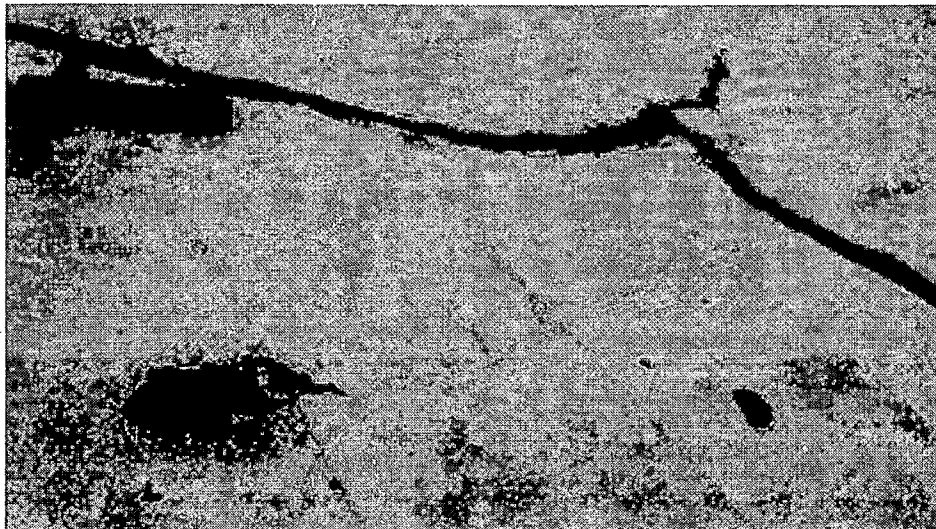
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17 17-Roof

Date Taken: 5/23/2018

core sample repaired



18 18-2nd story front room

overview





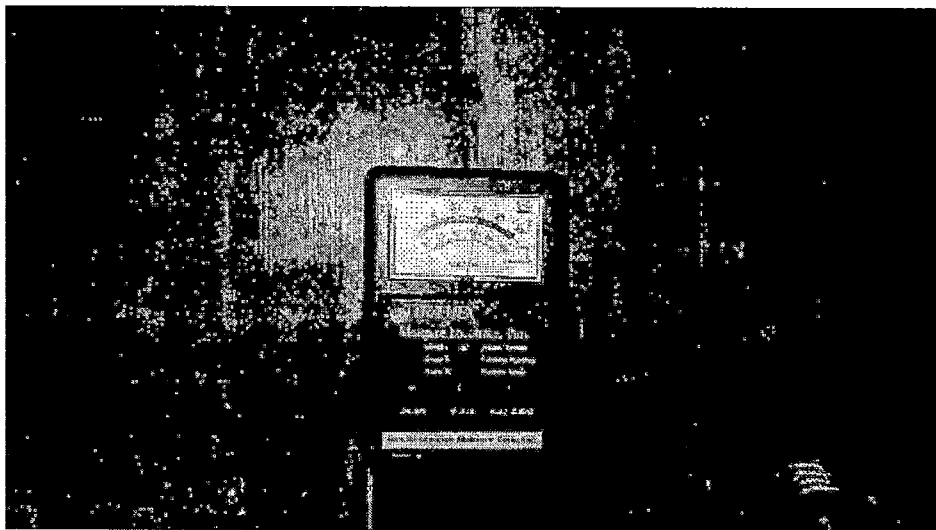
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19 19-2nd story front room



20 20-DSCN1929
Date Taken: 5/22/2018





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21 21-2nd story front room

Notice water damage to ceiling tiles



22 22-2nd story front room

Notice water damage to ceiling tiles



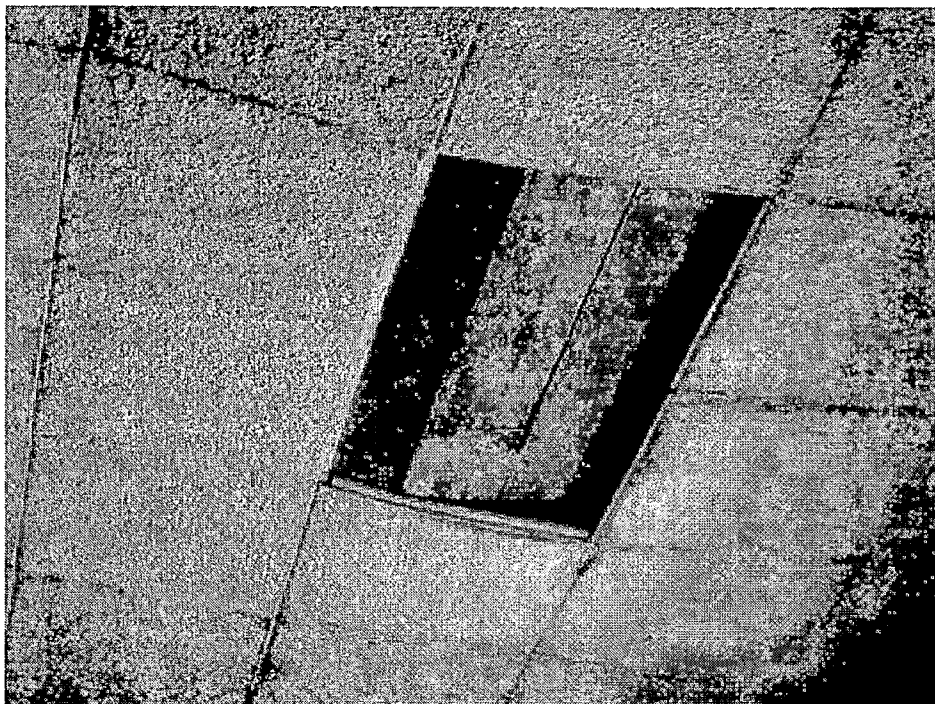


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23 23-2nd story front room

Notice 1x6 sheathing



24 24-DSCN1928

Date Taken: 5/22/2018





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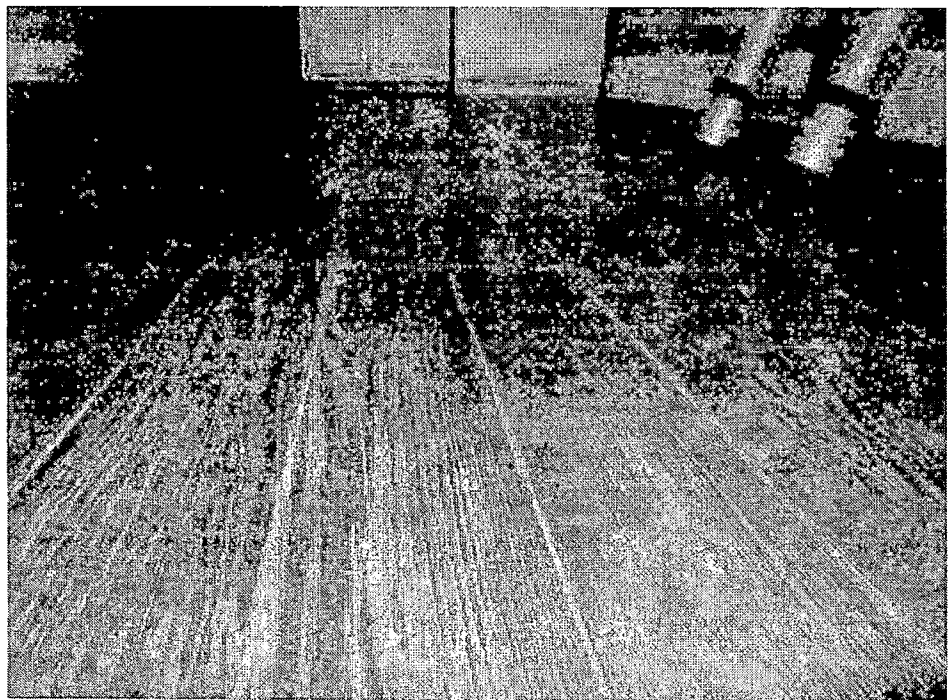
- 25 25-2nd story front room
Date Taken: 5/22/2018

overview of hallway



- 26 26-2nd story front room

Notice water damage to wood flooring





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27 27-2nd story rear room
Date Taken: 5/22/2018



28 28-2nd story rear room
Date Taken: 5/22/2018





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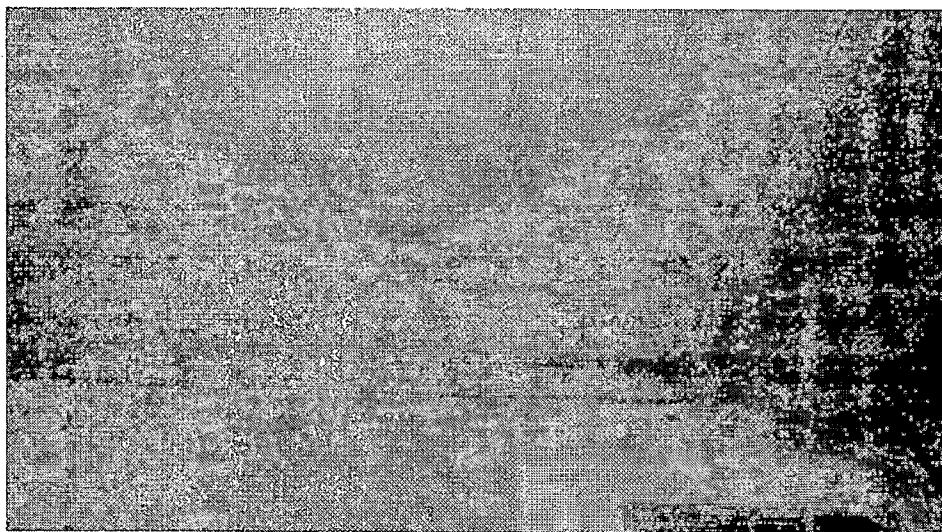
- 29 29-2nd story rear room
Date Taken: 5/22/2018

water damage to ceiling



- 30 30-2nd story rear room
Date Taken: 5/22/2018

water damage to ceiling





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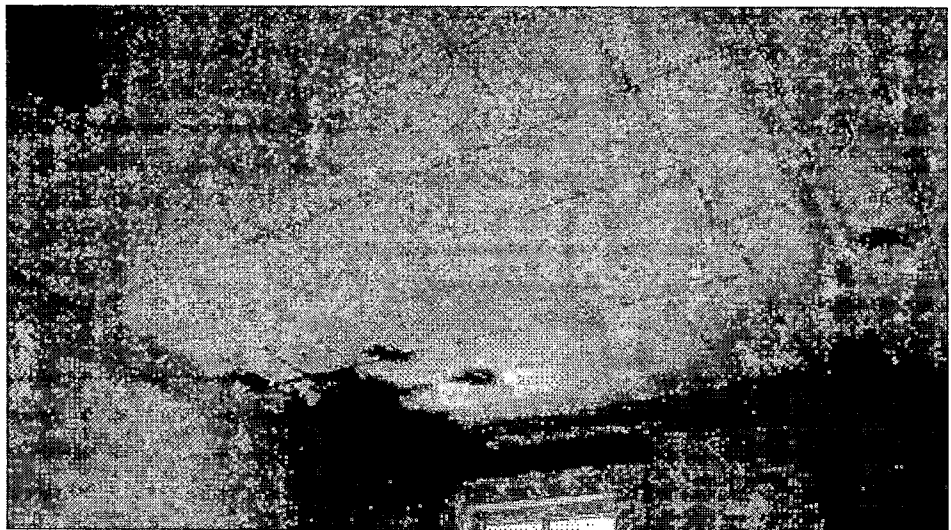
- 31 31-2nd story rear room
Date Taken: 5/22/2018

water damage to ceiling



- 32 32-2nd story rear room
Date Taken: 5/22/2018

water damage to ceiling and wall





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33 33-2nd story rear room

Date Taken: 5/22/2018

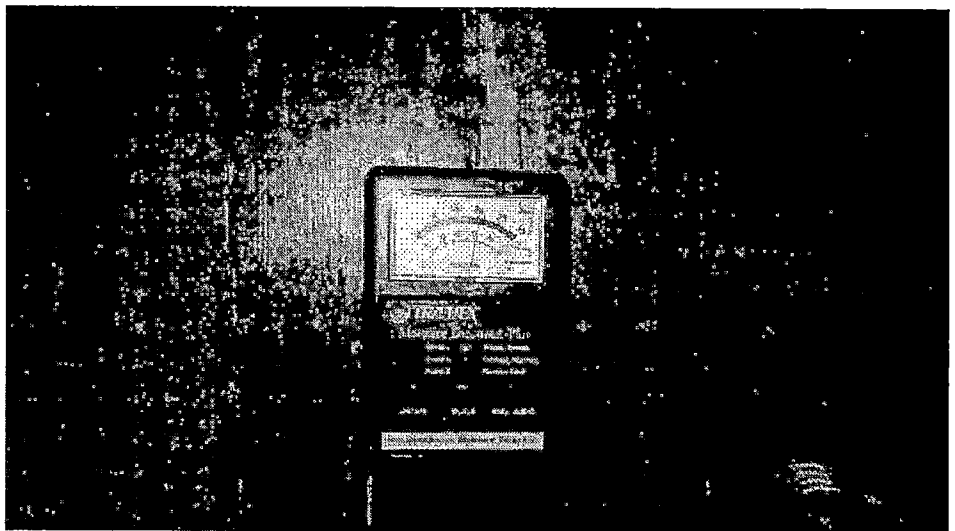
water damage to ceiling and wall



34 34-2nd story rear room

Date Taken: 5/22/2018

water moisture in flooring





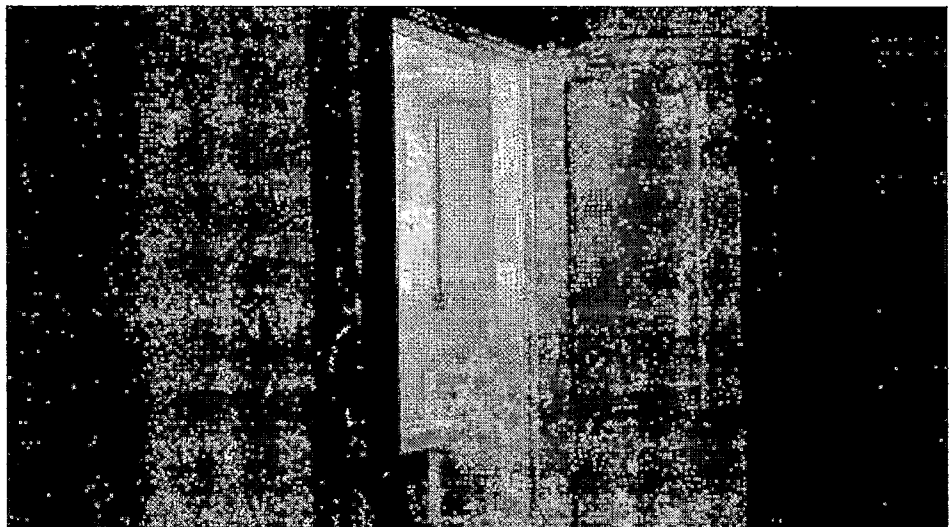
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- 35 35-rear room overview
Date Taken: 5/22/2018



- 36 36-2nd story rear room bathroom
Date Taken: 5/22/2018



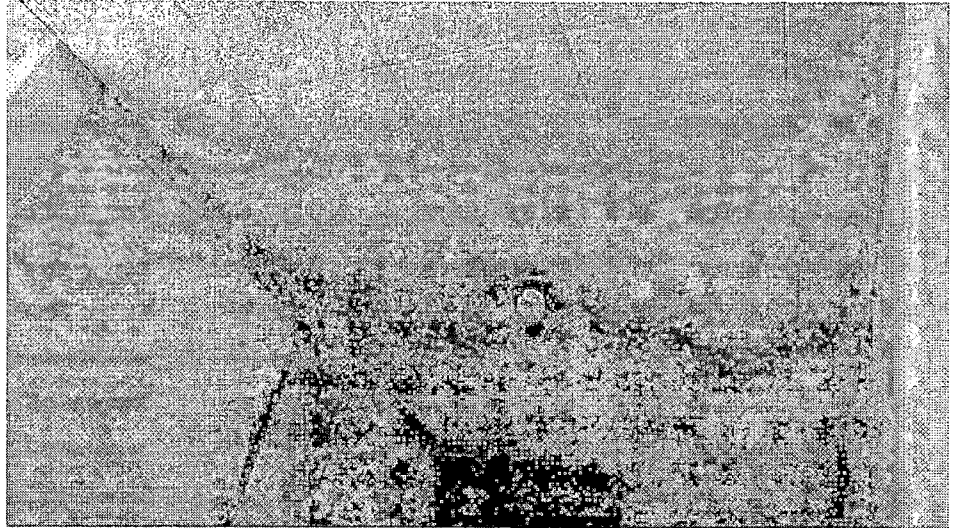


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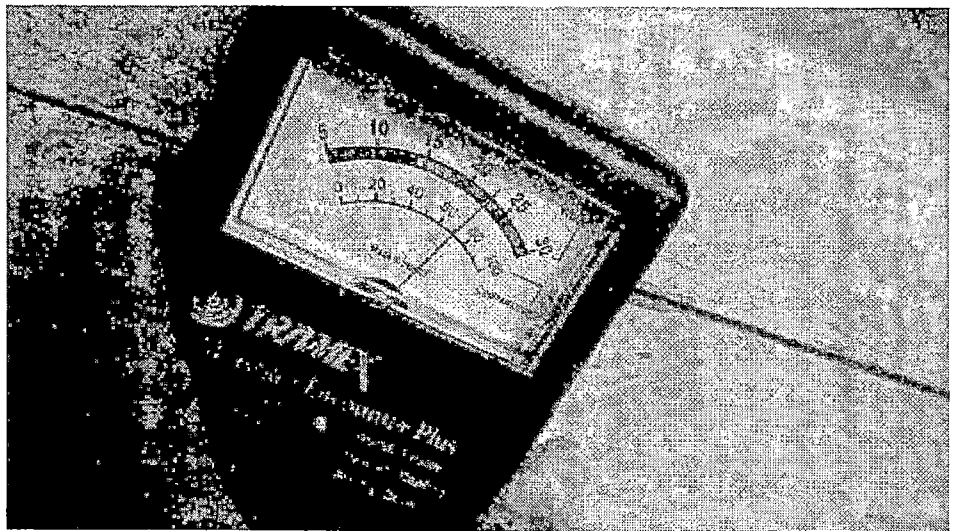
- 37 37-2nd story rear room bathroom
Date Taken: 5/22/2018

water damage to ceiling



- 38 38-2nd story rear room
Date Taken: 5/22/2018

water moisture on baseboard





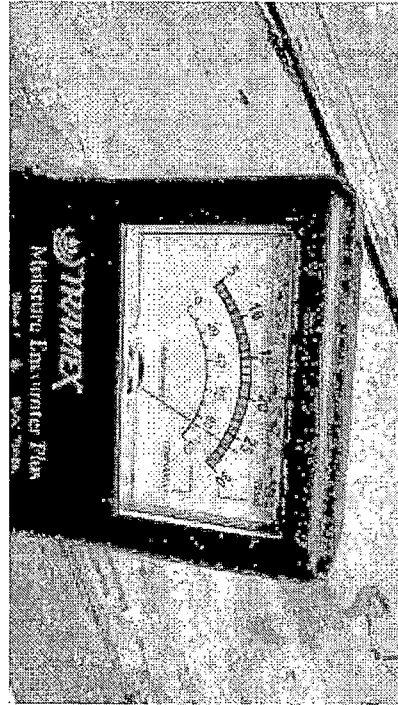
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39 39-2nd story rear room

Date Taken: 5/22/2018

water moisture on wall and ceiling
c1x4 crown mold



40 40-2nd story rear room

Date Taken: 5/22/2018

water damage to flooring and wall





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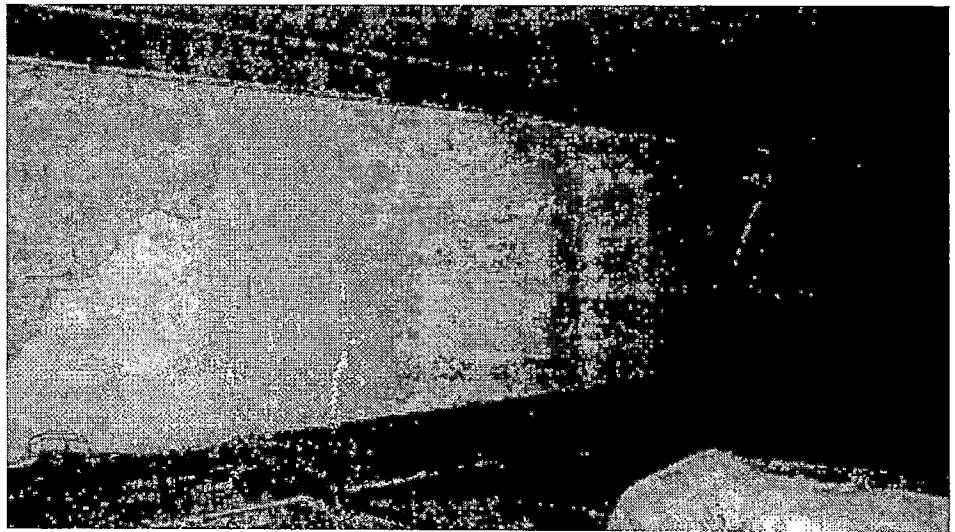
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- 41 41-1st floor ceiling attic
Date Taken: 5/22/2018



- 42 42-1st floor ceiling attic
Date Taken: 5/22/2018

overview



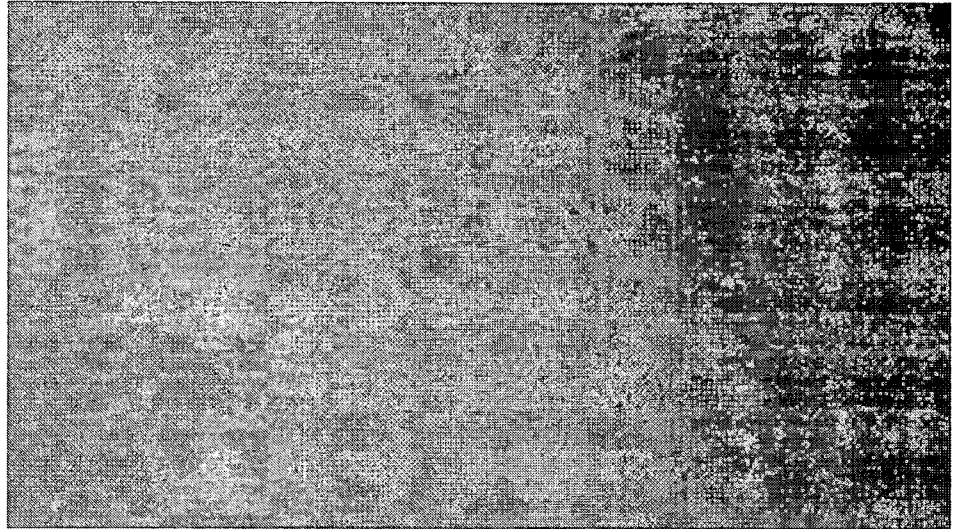


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- 43 43-1st floor ceiling attic space
Date Taken: 5/22/2018

Notice water damage to paint



- 44 44-1st floor ceiling attic space
Date Taken: 5/22/2018

overview





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- 45 45-1s floor attic
Date Taken: 5/22/2018

Notice water damage to ceiling



- 46 46-1st floor attic
Date Taken: 5/22/2018

water damage to walls





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47 47-1st floor attic
Date Taken: 5/22/2018

Notice water damage to ceiling



48 48-1st floor attic ceiling
Date Taken: 5/22/2018

Notice water damage to ceiling





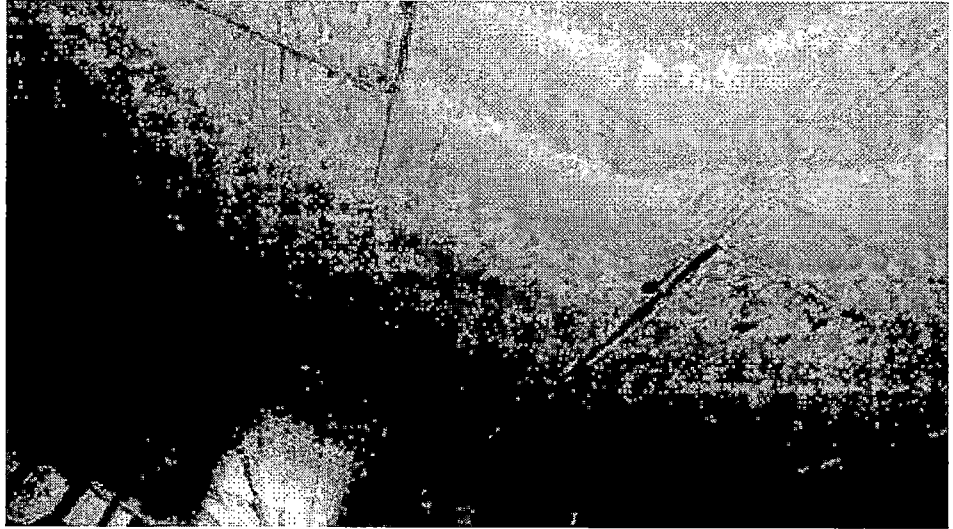
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49 49-1st floor attic ceiling

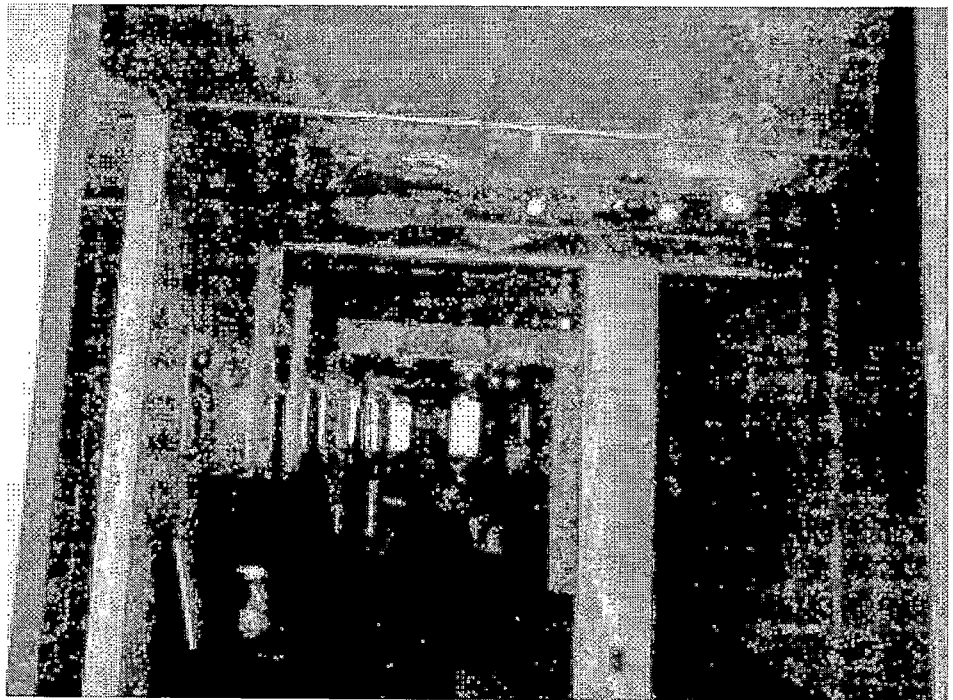
Date Taken: 5/22/2018

water damage to ceiling



50 50-1st floor

water damage to ceiling



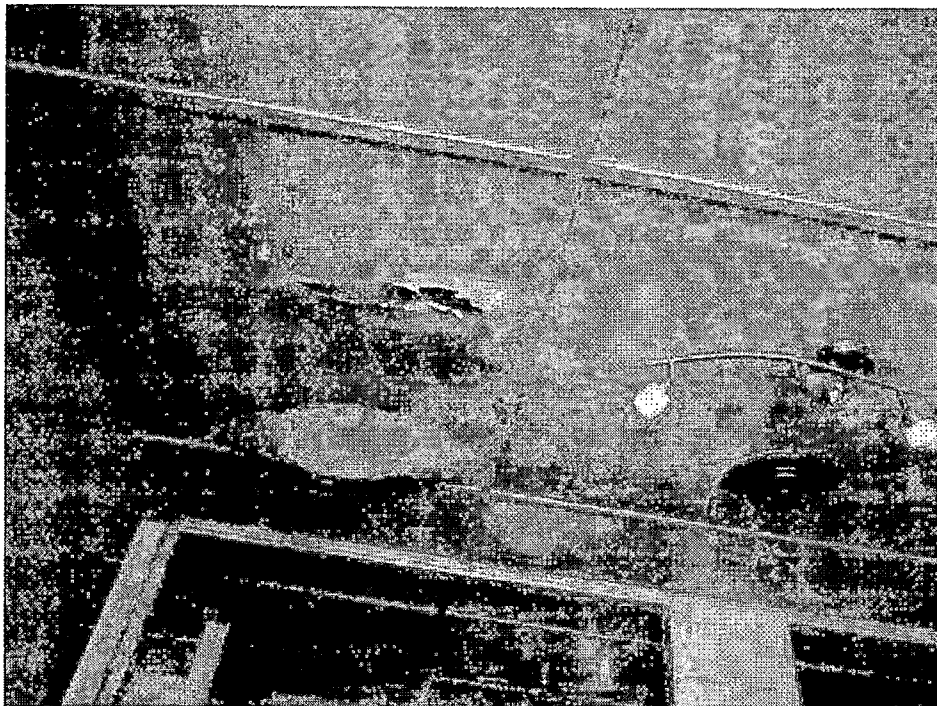


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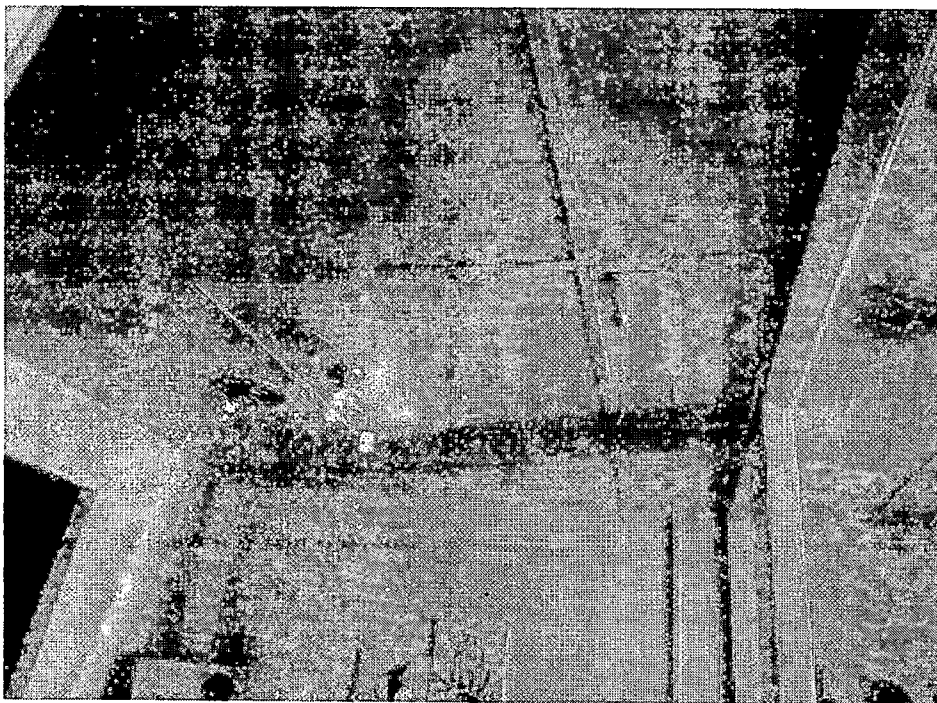
51 51-1st floor ceiling

water damage to ceiling



52 52-1st floor ceiling

water damage to cieling

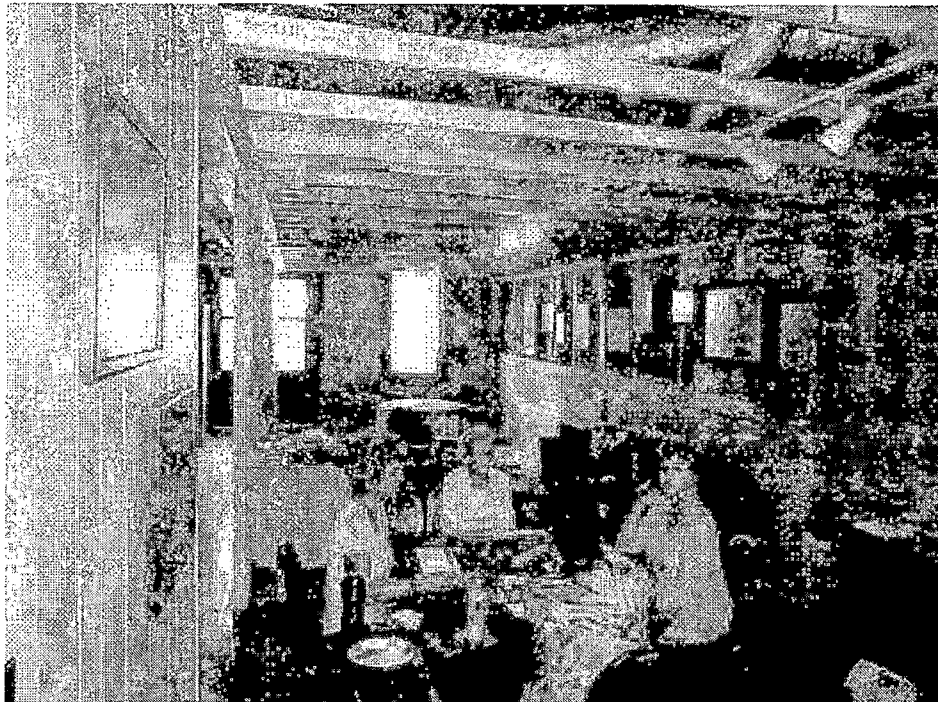




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53 53-1st floor overview



54 54-1st floor overview



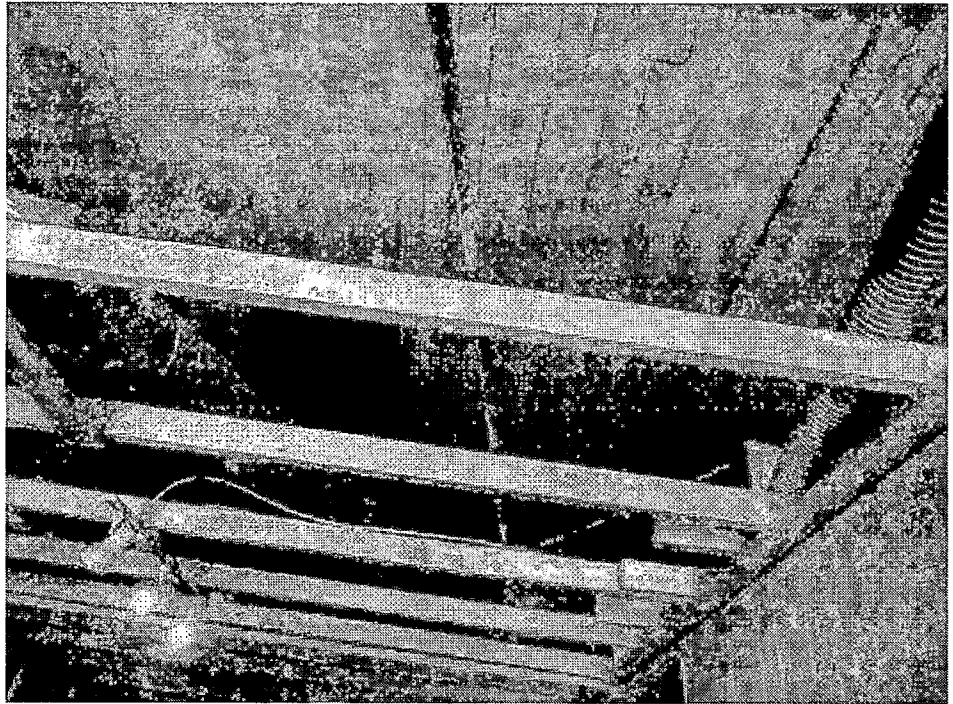


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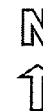
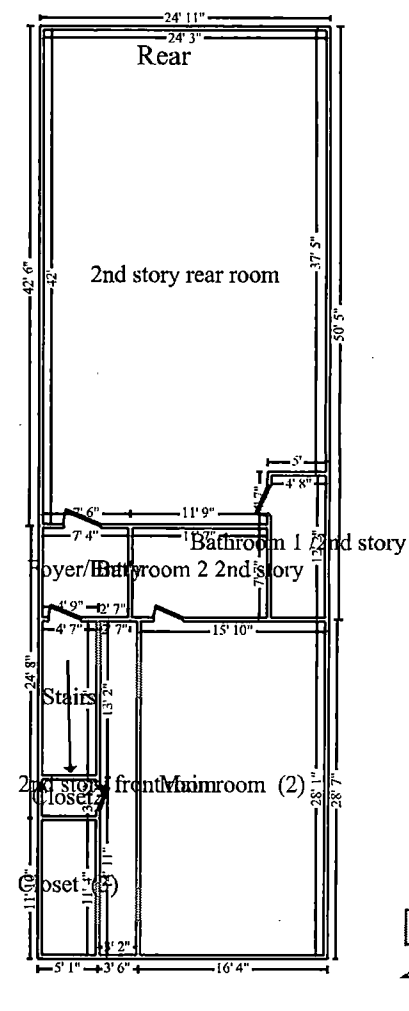
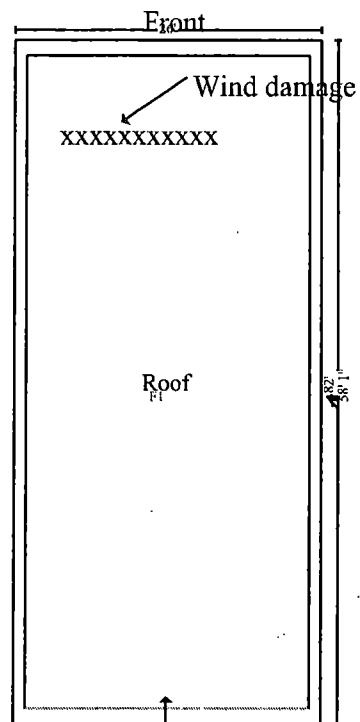
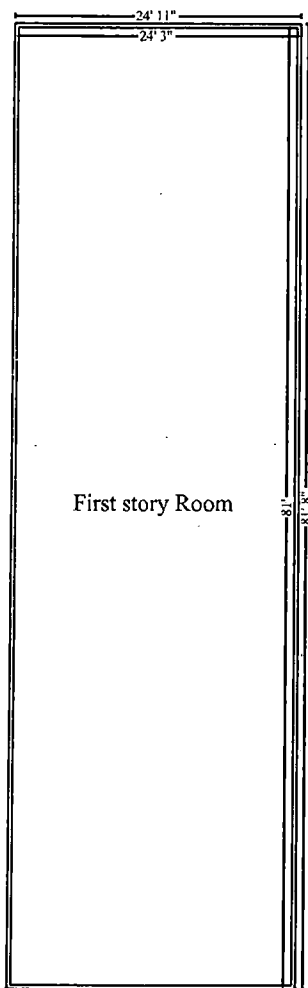
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55 55-1st floor ceiling

water damage to ceiling



Main Level



Main Level



P.O. Box 4120
Scottsdale, AZ 85261-4120
480-365-4000
1-800-423-7675

June 26, 2018

Mario Garcia
South Wind Public Adjusters
5820 Grand Lakes Circle
Robstown, TX 78380

Robert & Kerry Rhotenberry
104 W Reuss
Cuero, TX 77954

RE: Insured: Robert & Kerry Rhotenberry
Policy No(s): CPS 2610727
Claim No(s): 01783688
Date of Loss: August 26, 2017
Loss Location: 210 N ESPLANADE ST, CUERO, TX
Type of Loss: Hurricane Harvey

Dear Mr. Garcia:

We are writing in regard to your claim for damage as referenced above. We utilized Donan Engineering for a second inspection by a different engineer to address the cause and origin of the damages sustained to your property. The engineers conclusions are the following:

- Collaterals of damaging wind from the south to southeast directions in the form of the uplifted and missing awning are at the east side of the building unit.
- The tears in the built-up roof covering material are not consistent with damage caused by wind uplift.
- The nail pops are not caused by any damage associated with wind uplift and are consistent with thermal expansion and/or contraction of the roof decking.
- Water intrusion in the building is the result of age-related deteriorated openings around the metal scuppers and parapet wall drain openings at the northwest and southwest corners of the building unit, gaps in and around doorway and window openings, plumbing and HVAC leaks, and through tears in the built-up roofing material not caused by wind uplift.
- The darkness and severity of the stains and the concentric edges in a

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majority of the stains indicates the openings through which water intrusion occurred pre-existed before the hurricane event.

- Wind-driven rain during the hurricane event contributed to the ongoing water intrusion in the building.
- The openings through which water intrusion occurred were not caused by or related to any damaged from Hurricane Harvey.
- No storm created openings are on the roof covering or around the building unit.

As stated in our prior letters, the awning on the building was affected by wind however estimated repairs of these damages are under the policy wind and hail deductible.

With respect to the interior rainwater leaking, the engineer concludes these damages are from wear and tear, deterioration, or inadequate maintenance. And as stated previously, your policy does not provide coverage for these causes of loss.

Furthermore, your policy does not provide coverage for rain intrusion unless wind or hail first causes damage to the roof which causes an opening that allows the water to intrude, which is not present at the roof of the property, therefore those damages are not included in the estimate of repairs for the covered wind damages.

Additionally, the policy does not name for coverage damage from cracking, settling, shrinking, expansion no inadequate maintenance or repairs at the brick/masonry portion of the building.

Attached is a copy of the engineer report for your review.

Please refer to your policy, form CP 00 10 (10-12) BUILDING AND PERSONAL PROPERTY COVERAGE FORM, which states as follows:

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

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- a. **Building, meaning the building or structure described in the Declarations, including:**
 - (1) **Completed additions;**
 - (2) **Fixtures, including outdoor fixtures;**
 - (3) **Permanently installed:**
 - (a) **Machinery; and**
 - (b) **Equipment;**
 - (4) **Personal property owned by you that is used to maintain or service the building or structure or its premises, including:**
 - (5) **If not covered by other insurance:**

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

We now call your attention to the Causes of Loss Form, Form No. CP 10 10 (10-12) - CAUSES OF LOSS – BASIC FORM, which states:

A. Covered Causes Of Loss

When Basic is shown in the Declarations, Covered Causes of Loss means the following:

- 1. **Fire.**
- 2. **Lightning.**
- 3. **Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:**
- 4. **Windstorm or Hail, but not including:**
 - a. **Frost or cold weather;**
 - b. **Ice (other than hail), snow or sleet, whether driven by wind or not;**

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- c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters; or**
- 5. Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.**
- 6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft.**
- 7. Riot or Civil Commotion, including:**
- 8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.**
- 9. Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.**
- 10. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:**
- 11. Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:**

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.**

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h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or**
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.**

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from:

- b. Rupture or bursting of water pipes (other than Automatic Sprinkler Systems) unless caused by a Covered Cause of Loss.**
- c. Leakage or discharge of water or steam from any part of a system or appliance containing water or steam (other than an Automatic Sprinkler System), unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss. But we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**

C. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

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1. The coverage described in C.2. and C.6. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:
 - a. A Covered Cause of Loss other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

Please refer to the policy which contains the following endorsement, which read as follows:

UTS-183g (08-10)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.
WIND OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM BUILDING AND PERSONAL
PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION
COVERAGE FORM

With respect to the perils of wind and/or hail, Item D. Deductible is deleted in its entirety and is replaced by the following:

D. Deductible

In any one occurrence of loss or damage to covered property by wind or hail (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

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In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1% of the Limit(s) of Insurance of covered property that has sustained loss or damage, subject to a \$ 5000.00 minimum Deductible.

The Wind or Hail Deductible is calculated separately for, and applies separately to:

- 1. Each building that sustains loss or damage.**
- 2. Personal property at each building, if there is loss or damage to that personal property.**
- 3. Personal property in the open.**
- 4. Each separately scheduled item not described in items 1.-3.**

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

The engineer reports and photos confirm multiple roofing fasteners have popped thru the roofing materials, exposing the building to rain water intrusion. The engineer confirmed no wind or hail damage was present on the roof surface.

Your policy is a Named Perils policy. That means that if a cause of loss is not specifically listed, or "named" above, then there is no coverage for that loss under your policy. Wear and tear, deterioration, inadequate maintenance and repairs, rot, mold, cracking, settling, shrinking or expansion damages are not among the covered causes of loss for which your policy provides coverage and therefore are not covered.

Additionally, a roof leak is also not a covered cause of loss under the policy. The covered cause of loss of windstorm and hail states the policy does not provide coverage for damage caused by rainwater intrusion to a building unless the building first sustains damage by wind or hail that creates an opening for rainwater to intrude. No wind or hail damages were found at the roof of the location, therefore any water damages to the 2nd floor interior are not covered.

Wind and hail damages were observed to the metal awning at the front of the building, however, as discussed above, the estimated repairs at these covered damages fall below the wind and hail deductible of \$5,000 for the building, thus no payments were made for these buildings.

Please note, you may be eligible for Federal Disaster Relief assistance. Please contact FEMA directly at 1-800-621-3362 with any questions.

The Company reserves the right to review any additional claims or amendments to this claim and to make a separate determination as to whether a new claim or amendment to this claim is covered by the policy. Any decision we make regarding coverage is based on the facts as presented to us prior to our coverage determination and should not be construed as applicable to a new claim or an amendment to this claim. Our right to have notice of either situation is reserved, as are the notice conditions of the policy.

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If you believe there is additional information that should be considered or some other reason your policy should provide coverage, please provide that information in writing within 30 days of receipt of this letter.

Sincerely,

Brian King
Sr. Claims Representative
800.423.7675 x 2401

cc: File

Agent: 42008

EXHIBIT C

State of Texas §

County of DeWitt §

§

Affidavit of Leslie Lucas

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Lucas, who swore on oath that the following facts are true:

"My name is Leslie Lucas. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein and they are all true and correct.

I have been a roofing contractor for almost 40 years. In November, 2016, I was contracted by Robert and Kerry Rhotenberry to perform roofing repairs on a property located at 210 N. Esplanade Street, Cuero, Texas. A copy of my contract proposal to Mr. & Mrs. Rhotenberry is attached as part of Exhibit C herein.

Prior to commencement of repairs, I inspected the roof and noted to the Rhotenberrys that the roof required patching of cracks, slight holes, and valleys on bottom that were holding water. This deterioration was from age and normal wear and tear. Pre-repair preparation was begun by cleaning the roof to remove loose debris, all large cracks were filled and sealed with fibered roof cement, and valleys were built up with fibered roof coating, and with fibered membrane material between coats. Cold process fibered roof coating was used in several areas of the roof, then the entire roof – including valleys – was sealed with two separate coats of White Elastomeric Roof

Coating. Copies of the roof prior to repairs, during the course of repairs, and after repairs were completed are also attached as part of Exhibit C herein.

The average life expectancy of the industry-standard elastomeric roof coating is generally about seven (7) years, including labor.

It is my professional opinion that normal wear and tear or deterioration, as alleged by engineers of Donan Engineering, could not have significantly impacted the roof coating system in the nearly nine (9) months between my repair work and before the onset of Hurricane Harvey in August, 2017. As sturdy as the elastomeric coating is designed to be, no such roofing system could have survived without major damage from the sustained Category 4 winds (130-156 m.p.h.), wind driven rain (45-60 inches of rain depending on location along the Texas coast), and the wind driven debris that a hurricane will always pick up and carry. This wind, rain, and debris resulted in creating openings and punctures through which large amounts of water intrusion occurred.

In my post-Hurricane Harvey inspection, I noted that wind came at a front top corner and literally lifted parts of the roof causing a large tear and leaving a gaping opening for water to get under the entire roof causing the remaining roof to raise up. After the rain subsided, it left many old, original nail holes and numerous cracks openings for water to cause further damage.

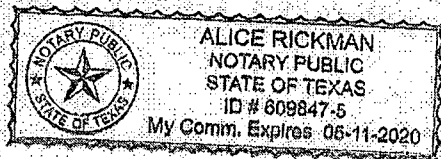
I have serious disagreement with the Donan Engineering reports blaming the damage not on Hurricane Harvey, but on alleged 'wear and tear' or 'deterioration.' It appears me that the Donan engineers did not have substantial experience in assessing true hurricane damage. This

was essentially a repaired roof system on this building and the strong wind and rain of Hurricane Harvey played a huge role and was a deciding factor in destroying this roof in August, 2017. “
FURTHER AFFIANT SAYETH NOT.

SIGNED on October 11, 2019.

Leslie Lucas
Leslie Lucas, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME on Oct. 11, 2019 by Leslie
Lucas.



Alice Rickman
Notary Public, State of Texas

Thomas Carstarphen

From: Thomas Carstarphen <tcarstarphen@callagylaw.com>
Sent: Friday, September 6, 2019 10:16 AM
To: 'Amber L. Cromer'
Cc: reuss.haus@gmail.com; 'Jeff Zane'
Subject: RE: 210 N Esplanade

Thanks,
Tom Carstarphen
Callagy Law, PC

From: Amber L. Cromer [mailto:acromer@cityofcuero.com]
Sent: Thursday, September 5, 2019 6:14 PM
To: Kerry Rhotenberry <reuss.haus@gmail.com>
Cc: Thomas Carstarphen <tcarstarphen@callagylaw.com>; Jeff Zane <jzane@callagylaw.com>
Subject: RE: 210 N Esplanade

This is a screen shot from our permit/inspection system Incode. Below it shows the inspection for 210 N Esplanade was done on 1/10/2017, final inspection passed, no violations.

Project #	4041	Next Project ID		Description	COAT ROOF PATCH TOP WALL C
Property	210	N ESPLANADE		Issued to	LUCAS CONSTRUCTION

General
Segments
Financial
Property Info
Information
Comments
History
Footprint
Conditions
Description

Segments

- ☒ BLD - BUILDING
 - ☐ FOUNDATION
 - ☐ FRAMING
 - ☐ INSULATION
 - ☐ ROOFING
 - ☐ FIRE WALLS
 - ☐ SPRINKLER SYSTEM
 - ☐ FIRE ALARM
 - ☐ BRICK TIE
 - ☐ FINAL
 - ☒ INSPECT

INSPECT - Closed

Status: Closed

Task Information

Origination: 1/10/2017

Due: 1/10/2017

Resolution Date: 1/10/2017

Group: BLD

Staff: rberlange

Resolution: APPROVED

Total Violations: 0

Edit Task
Resolve Task
Reset Task

☐ Edit This Record
View
actioner

Project Management - (View)

File Edit Options Functions Help

Project # 4041 Next Project #

Property 210 N ESPLANADE

Description COAT ROOF PATCH TOP WALL C

Issued to LUCAS CONSTRUCTION

General | Segments | Financial | Property Info | Information | Comments | History | Footprint | Conditions | Description

Project Mailing Address

Attention LESLIE LUCAS

Address 501 E. MAIN
CUERO, TX 77954

Project Details

Complete

Applied Date 12/29/2016

Issued Date 12/29/2016

Expires Date 12/29/2017

Completion Date 1/01/2017

General Contractor

Owner

Contractor LUCAS LUCAS CONSTRUCTION

Project Type BLD BUILDING

Dwelling Type Private

Square Footage

Units 1

Balance 0.00

Pending Activity 0.00

Securities 0.00

OWNER

OWNER ADDR

OWNER CSZ

Edit This Record

Amber Cromer

City of Cuero
PO Box 660
Cuero, TX 77954
361-275-3476 ext 133
Fax 361-275-6265

From: Kerry Rhotenberry [mailto:reuss.haus@gmail.com]
Sent: Thursday, September 5, 2019 4:14 PM
To: Amber L. Cromer <acromer@cityofcuero.com>
Cc: Thomas Carstarphen <tcarstarphen@callagylaw.com>; Jeff Zane <jzane@callagylaw.com>
Subject: 210 N Esplanade

Hi Amber,

Will you please send me any inspection reports/notes on file for this property related to roof work done by Lucas Construction? I believe the work was completed in 2016 and was inspected January 2017.

Thanks!
Kerry

The content of this e-mail (including any attachments) is strictly confidential and may be commercially sensitive. If you are not, or believe you may not be, the intended recipient, please advise the sender immediately by return e-mail, delete this e-mail, and destroy any copies.